SECTION D – SPECIFICATIONS/SCOPE OF WORK

I. BACKGROUND

The County is seeking a qualified entity for the provision of Electrical Controls, Fire Alarms and Electrical Systems preventive maintenance, repair and installation services at County (owned and leased) facilities under a combination “Firm Fixed Price” and “Time and Materials” contract. Annual tests for fire alarm systems and elevators for the facilities indicated in Section IV of this IFB will be implemented on a Firm Fixed Price basis. All other services to include emergency repairs, troubleshooting, out-of-cycle maintenance, and on-call services will be performed on a Time and Materials basis.

The Division of Facilities Management (DFM), Department of General Services (DGS) oversees the operation of over 400 County-leased and County-owned facilities. The contractor shall have the experience and knowledge to provide for the installation, maintenance, repair and troubleshooting of commercial fire alarms, electrical controls and electrical systems at government facilities such as offices, libraries and recreation centers and for high security facilities such as detention centers, holding cells and related law enforcement facilities.

II. CONTRACTOR’S QUALIFICATIONS

a. The Contractor shall be fully qualified to perform the specified services in a professional manner. The contractor must be an established commercial electrical control, fire alarms, and electrical systems maintenance and repair services company with at least five (5) years of experience providing services of similar scope and extent as the ones detailed here. Contractor’s experience must have been as a primary contractor.

b. The Contractor must have established offices and warehouse areas to provide the services herewith specified. The County reserves the right to coordinate an inspection prior to the recommendation for award of this IFB.

c. The Contractor shall be able to provide experienced and qualified personnel to perform the duties required in accordance with the scope of work of this solicitation. Qualifications include but are not limited to demonstration of interpersonal skills while performing any duties relating to the Contract. The bidder must provide evidence (Attachment G) of experience in providing commercial electrical, controls and fire alarm systems maintenance, troubleshooting, repair and installation services as outlined in the specifications. The Contractor shall be responsible for the proper conduct of all contractor personnel while on the premises.

d. The contractor must have sufficient resources to respond to, at a minimum, three (3) jobs (routine, emergency, scheduled or a combination thereof) at one time, if the need arises. The Contractor must employ at least two (2) full time licensed master electricians, four (4) full-time licensed journeyman electrician, one (1) control specialist, one (1) PLC Control Specialist and two (2) fire alarm specialists with at least five (5) years’ experience (each) in the electrical trade. In order to meet this requirement, Bidders must provide at the County’s notification within (3) business days, a Personnel Complement of each of the two (2) full time licensed master electricians, four (4) full-time licensed journeyman electrician, one (1) control specialist, one (1) PLC Control Specialist and two (2) fire alarm specialists. The personnel complement of each individual must also include the individual’s license number, total years as electrician, fire alarm specialist or controls specialist (as applicable) experience and total years
with the company. Each personnel complement should also include the technician’s experience with high security facilities. The contractor should also employ technician helper/apprentice helpers to assist in various tasks.

e. At the County’s request, within (3) three business days, the Contractor shall provide a current copy of the State Contractor’s license.

f. At the County’s request within (3) three business days, the Contractor shall provide a copy of each technicians’ State/County licenses (i.e. Master, Journeyman, etc.).

g. The Contractor and the contractor’s Fire Alarm Specialist’s must have a Fire Alarm Systems License for Montgomery County, Maryland.

h. All licenses shall be current and valid.

i. The Contractor will not allow an unlicensed technician or a technician with an expired license to work on County projects.

j. The Contractor will not provide services to the County with an expired State contractor’s license.

k. All personnel working at a County Facility must be identified as Contractor’s employees by means of uniform or ID badge. While working on County Facilities, Contractor’s personnel must conduct duties in a professional, courteous, cooperative and cordial manner, without causing disturbances or interfering with work being conducted. The County (Contract Administrator - CA) shall request the Contractor or Sub Contractor employee that does not meet the requirements of this Contract no longer be permitted to perform any work under this Contract.

l. As part of a mandatory submission under this solicitation, the Contractor must complete Attachment G, detailing Contractor’s profile, including but not limited to company’s structure, ownership, services description and facilities description.

m. As part of a mandatory submission under this solicitation, the Contractor must provide at least three (3) professional references that can attest to the Contractor’s professional capabilities providing services of similar scope and nature to the ones covered under this solicitation.

n. The Contractor will provide a telephone number for that can be contacted 24 hours a day, 7 days a week, including holidays to request emergency services. Answering machines are not acceptable, calls must be answered live. Failure to respond to emergency calls shall be a cause for termination for default. See Section B, provision 29 Termination for default.

o. The Contractor shall designate a Point of Contact for all services requested under this solicitation and shall provide all contact information for Point of Contact to the Contract Administrator or its designee.

p. The Contractor is required to furnish a functioning, cellular phone to the Supervisor while performing work under this contract. The Supervisor must notify the Contract Administrator or his designee at the time of arrival to each job site and upon completion of each task assigned by the Contract Administrator. The Contract Administrator or designee shall be able to place a phone call directly to the Supervisor while they are working on County property and receive an immediate response from the Supervisor to whom the call was placed.
q. The Contractor must have management and tracking systems in place that allow for electronic submission of maintenance, inspection and service reports in generally accessible formats such as Portable Document File format (i.e. PDF).

III. GENERAL CONDITIONS

a. The Contractor must provide all necessary management, supervision, personnel, labor, licensing, permitting, tools, materials and equipment to perform, interior and exterior, preventive maintenance, testing, inspection, repairs, troubleshooting and installation of all types of electrical systems, circuits, control systems, fire alarms and elevator electrical systems, including but not limited to:

i. Programmable Logic Controllers (PLC)
ii. Building Automation/Management Systems for HVAC, lighting, security, emergency power systems
iii. High security systems for correctional facilities
iv. Fire alarm systems
v. Card access security systems
vi. CCTV systems
vii. Lighting systems
viii. HVAC control systems (e.g. Siemens, Johnson Controls, Honeywell, etc.)
ix. Emergency stand-by generation systems
x. Uninterruptible Power Supply (UPS) systems
xi. Power converters
xii. Main distribution panels
xiii. Sub-panels
xiv. Raceways and duct banks
xv. Transformers and Transfer switches
xvi. Generators
xvii. Control panels
xviii. Switches and switch gear
xix. Appliances (commercial and residential)

b. All work shall be performed according to the standards of the electrical services industry, manufacturer’s specifications and to the complete satisfaction of the County. The Contractor shall be responsible for all permits and inspections for projects that have these requirements. All work shall conform to Montgomery County Building and Fire Codes and be inspected by County officials as required by the applicable Maryland Uniform Statewide Building Code.

c. The Contractor will be responsible for ensuring that all work performed meets regulatory standards and permit requirements. The County will not pay the Contractor for time and materials incurred to correct defective work and/or work that did not meet inspection requirements.

d. Manhours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate and routine bid for basic labor or equipment.
e. Regular working hours are defined as Monday through Friday from 7:00 am to 4:00 pm. Work performed during these hours shall be charged at the regular fixed hourly rate for the individual performing the services.

f. Overtime working hours are defined as Monday through Friday from 4:01 pm to 6:59 am and any hours on Saturday, Sunday or contract holidays. Work performed during these hours shall be charged at no more than 1.5 times the fixed hourly rate for the individual performing the services.

g. The Contract holidays are:

   i. New Year’s Day
   ii. President’s Day
   iii. Memorial Day
   iv. Independence Day
   v. Labor Day
   vi. Veteran’s Day
   vii. Thanksgiving Day
   viii. Christmas Day

h. The Contractor must own and have in good condition all equipment necessary to perform the services detailed as part of this solicitation. The Contractor must possess commercial-grade equipment to service electrical components up to size of the equipment in place at County facilities. The Contractor must provide with its bid a list of the equipment that it owns and that is available for County projects.

i. All work shall be scheduled at the convenience of the County so as not to interfere with the County’s conduct of business.

j. No work shall be done in occupied areas without approval from the Contract Administrator or its designee.

k. The Contractor must have a Safety Plan in place. The Contractor shall provide a copy of its Safety Plan to the Contract Administrator or its designee every time the Safety Plan is revised or updated. Please see recommended guidelines https://www.osha.gov/shpguidelines/program-evaluation.html

l. The Contractor shall be responsible for securing the work area and providing all necessary safety supplies.

m. The Contractor shall not store materials or equipment on County property.

n. The Contractor shall only use new materials for any work performed under this solicitation.

o. The Contractor shall only use materials that meet the specifications and industry standards for the application at hand.

p. The Contractor will be responsible for providing all materials, supplies, personnel, transportation, equipment and resources needed to perform the work detailed as part of this solicitation.
q. All materials and parts must be provided at a percentage off of the Manufacturers Suggested Retail Price (MSRP). The contractor will provide a guarantee of a percentage off on the quotation sheet (See Page E-2). The minimum percentage off acceptable to the County will be ten percent (10%).

r. All equipment rental costs and subcontracting costs must be provided at cost with no additional mark-ups.

s. The Contractor shall protect the County’s property from damage or losses as a result of work performed under this solicitation. The Contractor shall replace or make good any such damage, loss or injury.

t. The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with industry standards.

u. All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer’s standard warranty shall be corrected by the Contractor at no expense to the County. The Contractor shall provide to the County all manufacturer’s warranties available at the time of work completion.

v. All work provided under this solicitation shall have, as a minimum, one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.

w. The Contractor shall respond to a request for warranty work within seven (7) calendar days after receiving notification from the Contract Administrator or its designee.

x. Removal and disposal of debris, including compliance with any and all environmental requirements shall be the responsibility of the Contractor. Contractor shall transport ‘off site’ for deposit at a recognized refuse/recycling collection center all debris and refuse associated with services provided under this solicitation. Disposal of debris shall be at no additional charge to the County. The County reserves the right to request that the Contractor returns damaged components/equipment to the Division of Facilities Management (1301 Seven Locks Road, Potomac) for future scrapping. Delivery of damaged components/equipment to DFM instead of to an approved disposal facility shall be at no additional cost to the County.

y. The inspection/service reports must be detailed, clearly establishing deficiencies found and repairs needed. Proposals for repairs must accompany the report and must align with contract prices.

z. The Contractor will email inspection/service reports to the Contract Administrator or its designee within seventy-two (72) hours of work completion. Service reports must concurrently be emailed to DFM’s general Electrical records email address: DFMELECRrec@montgomerycountymd.gov. If while providing services the Contractor identifies that there are action items that require immediate attention due to imminent equipment failure, safety risks or possible property damage, the Contractor will immediately call and email the Contract Administrator or its designee to convey the findings and suggest a corrective course of action.
aa. The County may, from time-to-time, provide Contractor with an Access Badge for Contractor’s workers who need to enter County property in order to perform work under the Contract (“Access Badge”). A County Access Badge is the property of Montgomery County, Maryland, and the assignment of an Access Badge is person-specific, in accordance with Contractor’s instructions to the County to provide a Contractor’s worker access to County property in order to perform work under the Contract. The Contractor must supervise and direct its workers that it assigns to work, including those who perform work on County property. Contractor and its workers must comply with all County security requirements, including any and all security requirements related to an Access Badge. Accordingly, Contractor must not issue, distribute, transfer to, or otherwise permit use of, an Access Badge by, any worker other than the worker to whom it has instructed the County to assign the Access Badge. Furthermore, Contractor must immediately notify the County when a worker to whom the Contractor instructed the County to assign an Access Badge ceases to be assigned by the Contractor to perform work under the Contract. The Contractor must return to the County an Access Badge within forty-eight (48) hours after a worker to whom the Contractor instructed the County to assign an Access Badge ceases to be assigned by the Contractor to perform work under the Contract. The County reserves the right to reissue Access Badges as a mechanism to ensure that only authorized Contractor workers have access to County property. The County reserves the right to determine the frequency of Access Badge reissuance. Intentional or negligent misuse of a County Access Badge by the Contractor or its worker(s) will serve as cause for Contract termination by the County.

bb. Contractor must issue, distribute, maintain, manage, account for, and return to the County any access badge that the County provides Contractor to allow a Contractor’s worker access onto County property to perform work under this Contract. Contractor must assign a supervisor to direct, control, and supervise its workers. Contractor must instruct the County regarding individual workers to whom to assign an Access Badge; issue, distribute, manage, maintain, and return to the County any Access Badge and all Access Badges. Contractor must return an Access Badge to the County’s Contract Administrator when a Contractor’s worker no longer is using the Access Badge and must return all Access Badges to the County at the time of each County Access badge reissuance and at the end of the Contract term.

c. The County reserves the right to request a background investigation, based on the facility being serviced, from the Contractor for any or all of the Contractor’s employees or sub-contractors under this Contract, at any time while the contract is in place. Background investigation should be performed by the County only and the standard is a criminal background investigation that bars entry for parties with criminal convictions pertaining violent crimes, felonies, terrorism etc.

dd. The Contractor Administrator or its designee reserves the right to approve of or request the removal of any person assigned by the contractor to perform work under this contract. Contractor agrees to dispense with the service of any employee whose conduct the Contract Administrator confirms is detrimental to the best interest of the County.

e. In the event of Scheduled or Emergency Work subject to insurance claims and possible insurance reimbursement, the Job Authorization Forms (JAF) submitted by the Contractor for County approval might be subject to the County’s insurance administrator’s approval. The Contractor agrees to collaborate with the County and its insurance management agents in the review of proposals, work done and supporting documentation. The Contractor agrees to provide the County the supporting documentation, as may be required by the insurance administration company, to fully document and justify proposed or completed work. As part of the JAF approval process, the Contractor agrees to
reassess (if necessary) the scope of work and associated pricing to incorporate feedback provided by the County’s insurance administration company.

ff. No Materials or equipment shall be stored at any of the County facilities, unless authorized by the Contract Administrator.

gg. Depending on the nature of the work, the Contractor will be required to work and coordinate with the County and other County contractors such as, elevator services.

IV. WORK ASSIGNMENTS

Routine Services:

a. Annual Fire Alarm System Inspections
   i. Annually, the contractor shall visit the facilities listed on this solicitation and complete an inspection, as per applicable County codes and regulations, of the fire alarm system. The fixed cost to perform the annual inspection should be inclusive of all costs (i.e. labor, equipment, materials, etc.).
   ii. Inspections that require the activation of emergency lights and strobes will be performed afterhours, to avoid disrupting County operations.
   iii. All inspections will be coordinated with the Contract Administrator or its designee.
   iv. On or before the 15th day of each month, the Contractor will provide the Contract Administrator or its designee the proposed inspection schedule for the following calendar month. The Contract Administrator or its designee will review and approve or require adjustments as necessary to accommodate County’s operational requirements.
   v. At least forty-eight (48) hours prior to each scheduled fire alarm system inspection, the Contractor will post notices on the building where the inspection will take place. The Contractor will draft a notice that will be subject to the approval of the Contract Administrator or its designee. Notices should be posted at a minimum on the building’s main lobby and at each floor lobby throughout the near the elevator call buttons.
   vi. The County will not be responsible for the cost incurred by the Contractor if a previously coordinated annual test is cancelled by the Contractor or due to Contractor’s fault. If a previously scheduled test is cancelled by the County, the County will pay, for each labor class assigned to the inspection and present at the site, the actual time the Contractor spent at the facility, from the time the test was supposed to commence until it was cancelled by the County, or two (2) hours, whatever is greater.

b. Annual Elevator Recall Test
   i. Annually, the contractor shall visit the facilities listed on this solicitation and complete the elevator recall test, as per applicable County codes and regulations. The fixed cost to perform the annual test should be inclusive of all costs (i.e. labor, equipment, materials, etc.).
   ii. Inspections shall be performed after hours to avoid disrupting County operations, unless otherwise granted written permission via e-mail by the Contract Administrator or its designee.