

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation for Bid #7076.8, Automotive Shop Equipment Repair, Service and Parts

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to provide a percentage-off discount on the cost of repairs and parts necessary for the automotive shop equipment for Montgomery County Public Schools (MCPS), Department of Transportation. Equipment is housed at five depots locations within Montgomery County, Maryland.

B. Delivery

Delivery shall be required within five days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management, or an order placed by an authorized representative using the MCPS Purchasing Card.

Due to limited resources and the necessity for immediate results, delivery and service may be required in less than five business days. MCPS reserves the right to purchase from a ready source to supply emergency repairs and parts when the awarded bidder cannot meet MCPS' needs. Refer to Paragraph Q. Emergency Purchases.

C. Awards

It is the intention to award this contract to multiple suppliers. Awards shall be based on the lowest net cost as determined by the percentage-off discount from the listed price for each individual line item. Bidders may bid on any or all individual line items. If more than one responsive and responsible bidder offers the identical net cost for the same line item, the tie shall be resolved by application of the lowest service labor rate. If a bidder indicates a bid on an equipment manufacturer, but does not indicate a parts discount, a 0% discount shall be applied.

Bidders shall be awarded based on the evaluation of the data submitted with their bid, with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise and with regard to the bidder's ability to perform should it be awarded the contract. Therefore, bidders are advised to include any and all information needed to make a proper evaluation. The Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

In addition, the board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be provided by any of the awarded suppliers.

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) prior to the expiration of the original contract. The bidder(s) shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

E. Provision for Price Adjustment

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful vendor must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. Downward adjustments shall be made by MCPS without a request from the successful vendor.

Example: January 1, 1985 CPI was 285.3
January 1, 1986 CPI was 295.3

$$\begin{aligned} \text{Adjustment} &= .75 \frac{(\text{January 1986 CPI} - \text{January 1985 (CPI)})}{\text{January 1985 CPI}} (100) \\ &= .75 \frac{(295.3 - 285.3)}{285.3} (100) \\ &= .75 (.035) (100) \\ &= 2.6\% \text{ (rounded to the nearest tenth)} \end{aligned}$$

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If the price increase is accepted, a contract amendment will be issued. Any services requested prior to a request for a price increase shall be honored at the original contract price.

F. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

G. Quotations

No bidder will be allowed to offer more than one price for service labor rate or percentage-off discount for parts on each item. If said bidder should submit more than one price or discount on any item, all prices and discounts for that item will be rejected.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a parts discount percentage and service labor rate on each item bid upon. Any bid in which the bidder names a total parts discount percentage and/or service labor rate for all the articles without quoting on each and every separate item may be considered informal.

H. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

| <u>Company Name & Address</u> | <u>Contact Person</u> | <u>Phone Number</u> | <u>Contract Number</u> |
|-----------------------------------|---------------------------|-------------------------|----------------------------|
| 1. _____ | | | |
| Email address: _____ | | | |
| 2. _____ | | | |
| Email address: _____ | | | |
| 3. _____ | | | |
| Email Address: _____ | | | |

I. Estimated Usage

The annual usages specified herein are estimates based upon prior repair requirements. This does not guarantee that a similar amount will be spent on repairs during this contract term. MCPS shall not be obligated to purchase any specific amount. Requests for service and/or parts will be placed as needs arise during the contract term.

MCPS reserves the right to add and/or delete equipment for service during the contract term.

J. Inspection

Prior to award and any time during the contract, MCPS reserves the right to inspect the bidders' equipment and the premises at which the repairs will be made during normal working hours. MCPS also reserves the right to inspect the repairs in progress at any time during the normal working hours after award. Any discrepancies found during or after required service shall be immediately corrected to the satisfaction of MCPS, at no charge, by the bidder.

K. Equipment Locations

The following is a listing of the depot locations where the shop equipment is located:

Bethesda Transportation
10901 Westlake Drive
Rockville, MD 20853

Clarksburg Transportation
13100 Shawnee Lane
Clarksburg, MD 20871

Randolph Transportation
1800 Randolph Road
Silver Spring, MD 2002

Shady Grove Transportation
16651 Crabbs Branch Way
Rockville, MD 20855

West Farm Transportation
11920 Bournfield Way
Silver Spring, MD 20904

During the contract term, MCPS shall have the right to add or delete facilities to be served as may be considered necessary or desirable. In the event facilities are added during the contract term, the pricing shall remain unchanged for the new location(s). MCPS will issue a contract amendment when a new destination facility is added. Any added facilities will be located within Montgomery County, Maryland.

L. Protection of Equipment

The successful bidders shall take all necessary precautions during the period of service and/or transportation to protect MCPS equipment from damage. The bidder shall repair or replace, at the bidder's own expense, any damaged property caused by the bidder, bidder's employees, equipment, and/or subcontractors.

M. Price Lists

Bidders are required to submit with their bid proposal two copies of the price list(s) that will apply to the percentage-off discount offered. Bidder's name, address and bid number shall appear on all catalogs and price lists. If a price list has more than one column of pricing, bidders shall clearly mark the column that represents the column that the percentage off discount offered shall apply. If MCPS cannot determine what column and/or catalog applies to the discount, your bid will not be considered for that item. Bidders can provide prices on disk, but catalogs/price sheets are required for evaluation purposes to determine lowest cost to MCPS. New catalogs/disks shall be provided to the Department of Transportation as updated by the Manufacturer.

Changes on the percent off offered will not be considered. Bidders must submit new catalogs to apply discount offered on original bid submission.

N. Invoice/Payments

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the MCPS Division of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. Price quoted shall not include

federal excise or state sales taxes. Exemption certificates will be furnished upon request. See Article XIII.

The Contractor Automatic Clearing House (ACH) Program for MCPS allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Division of Controller's efforts to improve customer service. If you need additional information please email accountspayable@mcpsmd.org

O. Damage of Equipment

Any equipment that is damaged due to repair work and/or transporting of equipment shall be the responsibility of the successful bidder. The successful bidder shall make the repair(s) or replace equipment, if MCPS deems damaged equipment is beyond repair, at no cost to MCPS. An authorized representative of MCPS shall approve or disapprove the repair(s).

Any damage or loss of an item by a successful bidder shall be cause for replacement by the bidder, at no cost to MCPS. If replacement of an item is necessary, the successful bidder shall have five business days, after notification, to provide MCPS with replacement funds. The payment shall be in the form of a cashier's or certified check made payable to Montgomery County Board of Education, and sent to the MCPS Department of Transportation, 16651 Crabbs Branch Way, Rockville, MD 20855.

P. Signing for Receipt of Equipment

The successful bidder or designee shall be required to provide, sign and date a ticket acknowledging pick up of MCPS automotive shop equipment. When the equipment is returned to the MCPS Department of Transportation, the successful bidder or designee shall have an authorized representative of the MCPS Department of Transportation sign and date the invoice indicating return of the equipment.

Q. Emergency Purchases

Some repairs and/or parts are considered critical for operation. There may be instances when the Department of Transportation shall require immediate service or delivery. Therefore, bidders shall state their ability and commitment to provide within the time frame required by MCPS. **MCPS reserves the right to make emergency purchases from other sources should the awarded bidder(s) be unable to meet the emergency demand.**

R. Asbestos Free Materials

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile,
- Adhesives
- Caulking

- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

S. eMaryland Marketplace Advantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

T. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

U. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the Event Calendar on the MCPS website at www.montgomeryschoolsmd.org/departments/procurement/ or to contact Anissa Black, Buyer, at 301-279-3123, by email Anissa_B_Black@mcpsmd.org or Procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

V. Submission of Bid

One original signed copy of the bid must be submitted in a sealed envelope to Procurement Unit, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for your files.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

W. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance

X. Inquiries

Inquiries regarding this solicitation must be submitted in writing to: Anissa Black, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the Bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

Y. Scope of Work

Successful bidders are expected to provide repair services, parts and when the need arises transportation of automotive shop equipment owned by MCPS to the successful bidder's shop for repair. The services will be for a variety of repairs and parts on the equipment listed on the item specifications. The successful bidders must have the ability and equipment to provide needed repairs and parts.

Bidders must certify that all services will be performed by their own staff. Use of subcontractors is not permitted unless approved in advance in writing by an authorized MCPS representative. All

work performed shall be by qualified experienced personnel using the appropriate materials and equipment acceptable in the trade. All replacement parts shall be Original Equipment Manufacturer (OEM). If OEM parts are not available, the successful bidder shall contact an authorized representative of the MCPS Department of Transportation for approval to supply an aftermarket product.

The MCPS Department of Transportation will contact the successful bidder when a piece of equipment is in need of repair. Equipment that needs repair at the successful bidder's shop shall be transported (picked up and delivered) by the bidder, or bidder's employee. No third party pickup. Bidder response time for services provided under this contract shall be no more than 24 clock hours after notification by telephone by an authorized representative of MCPS. Response time begins when the bidder receives a call for service and ends when arriving at the location. Charges for services shall not begin until the successful bidder arrives on location and checks in with the authorized representative of MCPS.

Whenever repairs are estimated to exceed \$500.00, the successful bidder shall contact the Fleet Maintenance Manager at 240-740-6230 **prior to** making any repairs. The Fleet Maintenance Manager will then decide whether or not to proceed with the repair on the equipment. If it is deemed that the repair is too costly for the piece of equipment, the successful bidder shall remove and retain all usable parts for installation on other MCPS equipment. MCPS shall be charged only for labor cost when salvaged parts are used for repair.

Successful bidder's repair facility must be located within 50 miles of Montgomery County. List the address(s) of the service facility(s) to be used for repair of equipment under this contract. All disposal of liquid waste shall be in accordance with Current County, State and Federal laws and regulations. Successful bidders shall defend and indemnify MCPS harmless for any and all actions of the bidders relating to waste disposal. See also Paragraph XX., Indemnity under General Stipulations and Instructions to Bidders.

Z. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (N/A)

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.