

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

**Invitation For Bid #9433.4
Water Treatment Equipment**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the purchase, delivery and installation as required of Water Treatment Equipment and Chemicals for Montgomery County Public Schools (MCPS), Division of Maintenance & Operations. Delivery is to be made to MCPS, Division of Maintenance & Operations, 8301 Turkey Thicket Drive, Gaithersburg, Md. 20879. In some cases, MCPS may require the awarded contractor to supplement the installation and/or service of water treatment equipment on an as needed basis throughout the term of the contract.

B. Delivery

Delivery will be required within 15 days after receipt by the successful supplier of a purchase order issued and signed by the director of the Department of Materials Management or an Authorized MCPS staff utilizing the MCPS credit card. All deliveries must be prepaid FOB Destination, and in no case will collect shipments or sidewalk deliveries be accepted. Deliveries must be made between 7:30 a.m. and 2:30 p.m., Monday through Friday.

C. Awards

This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds.

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 four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) will have ten days from 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 re-bid. If the contract is extended by the Board of Education a contract amendment will be issued.

E. Provision For Price Adjustment

Prior to award, unit prices bid herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendations for awards, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices submitted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful vendor must notify the director of the Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 90 days of the contract. Thereafter if the contract is extended the successful vendor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. 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.

F. Brand Names

Except where stated as "only" in the item description, reference to brand names, code or model numbers is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. The use of such brand names should not be interpreted as the exclusive brand desired.

In the brand column state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

G. Quotations

No vendor will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Vendors must determine for themselves which to offer. If said vendor should submit more than one price will be rejected. However, this stipulation does not preclude the offering of new products which do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages which can normally be expected of this product over the product specified.

Labor Rates

Bidder shall indicate their company's labor rate for installation, servicing and/or repair as described. Labor rates shall be all inclusive, including all direct and indirect costs such as fringe benefits, profit, overhead, and administrative costs. Travel time shall be included. No other charges will be accepted.

H. Damage to MCPS Facilities, Buildings or Grounds

The successful contractor shall repair, or cause to be repaired, at its own expense any and all damage to MCPS facilities, buildings, grounds, equipment, vehicles, or property caused by the successful contractor or employees, sub-contractors, or agents of the successful contractor. Such repairs shall be made immediately after awareness of damage, or notice by MCPS, but in no event more than 30 days after the occurrence.

I. Warranty

1. The specifications require that all workmanship and materials shall be warranted for two years or in accordance with the manufacturer's standard warranty period, whichever is greater. The warranty shall commence upon date of acceptance by MCPS. Final payment will be made once the work is complete and accepted by MCPS. The warranty shall begin once the MCPS project coordinator has approved and signed the contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any warranty/guarantee offered by the manufacturer used on this project, which is longer than MCPS standard warranty/guarantee as specified herein, shall take precedence.
4. Vendor shall provide warranty coverage.

J. Quantities

Quantities in this request are based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. However, MCPS shall not be obligated to purchase any specific quantity. Orders will be placed from time to time throughout the contract term for delivery to individual locations.

K. Emergency Purchases

MCPS reserves the right to make emergency purchases from other sources should the awarded vendor(s) be unable to furnish the item within the required time frame.

L. Invoice/Payments

Contractor shall submit an itemized invoice labor/material in duplicate one copy to the Division of Maintenance & Operations, 8301 Turkey Thicket Drive, Gaithersburg, Md. 20879 and one copy to the Division of Controller 45 West Gude Drive Room 3200, Rockville, MD 20850. The invoice shall contain applicable Purchase Order number and the location/office receiving the supplies or services.

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. 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

M. Sales Tax

Section 326(a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property...". Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland

N. Vendor Obligation/Sex Offenders

Maryland Law requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. 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.

Each supplier shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work-force" is intended to refer to all of the supplier's direct employees and subcontractors and/or independent contractors it used to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

Bidder Required Background Check for Registered Sex Offenders Contractor shall be approved and be in compliance prior to performing any services on MCPS schools. (See APPENDIX A)

O. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the supplier to check the "Event Calendar" on the MCPS Procurement website <http://www.montgomeryschoolsmd.org/departments/procurement/>, or contact Anissa Black, Buyer I in the Procurement Unit at 301-279-3123 or 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 the bid being deemed non-responsive.

P. 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 have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

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

Q. 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 Vendor(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 Vendor. 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.

R. eMaryland Marketplace Advantage Registration

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). 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.

S. Award Criteria

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

T. Submission of Bids

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 their files.

U. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Anissa Black, Buyer I, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173. or by email [Anissa B Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org). Questions must be received no later than four business days prior to bid opening in order for the vendor 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. Vendor 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 Unit website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

Subsequent to the award if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS project coordinator **in writing** via fax to resolve and receive clarification with copies to Anissa Black, Buyer and the MCPS Project Coordinator.

APPENDIX A

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

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 any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal background checks. A list of Maryland State approved fingerprinting agencies can be found on the Procurement Unit website at <https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>

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.