

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Invitation For Bid #9917.2  
Motor Oil, Lubricants and Greases - Warehouse**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of motor oil, lubricants and greases to be delivered to the Montgomery County Public Schools (MCPS) Supply and Property Management, 502 N Stonestreet Avenue, Rockville, Maryland 20850 located in Montgomery County, Maryland.

**B. Delivery**

Deliveries will be made to the MCPS Supply and Property Management, 502 N Stonestreet Avenue, Rockville, Maryland 20850, between 7:00 a.m. 2:00 p.m., Monday through Friday, excluding school holidays. All deliveries are by **appointment only**. Contact MCPS Supply and Property Management Warehouse at 301-279-3346, to schedule appointments. All appointments shall be scheduled at least 24 hours in advance, but may be made further in advance to assure appointment availability. MCPS reserves the right to reject deliveries made without an appointment.

**C. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit 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. Awards may be made to one successful bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

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

The Board of Education reserves the right to reject any or all bids or any part thereof as determined to be in the best interest of the Board of Education of Montgomery County. However, MCPS reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland.

**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 a period of three additional one-year terms. Written notice requests to extend the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(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 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 180 days of the contract. Thereafter, the successful bidder must submit a written request for price relief. The request for price increases 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. MCPS will approve only one price adjustment for each contract term. If the price increase is accepted a contract amendment will be issued. Any orders received prior to a request for price increase shall be honored at the original contract price.

**F. Descriptive Literature**

When bidding other than specified, bidders are required to furnish with their bid, literature properly bound and labeled showing full illustrations and detailed specifications of items bid. The literature and specifications are to be arranged and labeled according to item sequence. The literature shall be clearly marked with the bid number, item number and company name. Bidders shall show the manufacturers' code and catalog number of the item offered. Failure to submit marked descriptive literature may result in automatic disqualification for that item.

**G. Samples**

Samples may be required subsequent to the bid opening. Samples must be received within three business days of notification either in writing or by telephone. Location to deliver samples will be indicated upon request. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Samples shall be of sufficient quantity to allow thorough testing of the product and shall be packaged in the same manner as they will be packaged during the contract term. Each individual sample submitted shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered (See Article XXIV of the General Stipulations and Instructions to Bidders).

**H. Brand Names**

Reference to brand names and code or model numbers in the attached specifications 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.

**I. Interpretation of Specifications**

The commodities listed under the items specifications meets our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand and model specified.

**J. 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 term, conditions and specifications as stated herein.

**K. Quotations**

No bidder will be allowed to offer more than one price even though he may feel that they have two or more types of styles that will meet the specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. Bidder is expected to have a stocked inventory and be an authorized distributor of items bid.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item will be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

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.

**L. Quantities**

The estimated annual usage dollar amounts and quantities indicated on the individual item specifications are estimates and are based upon prior requirements. MCPS does not guarantee that a similar amount will be purchased during the contract term. The estimates are subject to change and are dependent upon budgetary limitations. MCPS shall not be obligated to purchase any specific quantity.

**M. Invoices**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the 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.

Contractor inquiries concerning payments shall be made to [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

**N. 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 &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1.	_____			
	Email	_____		
2.	_____			
	Email	_____		
3.	_____			
	Email	_____		

**O. eMaryland Marketplace Registration**

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. MCPS issues public notices on eMaryland Marketplace however it is the responsibility of the supplier to visit our website for updates on the solicitation.

**P. 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 bidder/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.

**Q. Award Criteria**

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

**R. Submission of Bids**

1. Bid Documents

One original signed and one copy of the bids 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.

2. 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 by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

**S. 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 bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Mrs. Laly Bowers, Buyer II, in the Procurement Unit at 301-279-3555, 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.

**T. Inquires**

Inquiries regarding this solicitation must be submitted in writing to Mrs. Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173, or by email [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org). 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/>