

Office of Finance
MONTGOMERY COUNTY PUBLIC SCHOOLS
Division of Procurement
Rockville, Maryland

Invitation for Bid #4005.10, Woodwind and Brass Instrument Repairs

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to provide for the continuing maintenance of all brass and woodwind musical instruments owned by Montgomery County Public Schools (MCPS). MCPS has 210+ schools with instrumental music programs, each with a typical complement of instruments. For the purposes of this contract, in order to be considered for award, bidders submitting a response shall have at least one business location in Montgomery County, Maryland and shall not make use of subcontractors for the services.

B. 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 vendors 90 days prior to the expiration of the original contract. The vendors will 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.

C. 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.

D. Descriptive Literature

When bidding products other than the brand and model specified, bidders are required to furnish

with their bid proposal literature properly bound and labeled showing full illustrations and detailed specifications on 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 manufacturer's code and catalog number of the item offered. **Failure to submit marked descriptive literature may result in automatic disqualification.**

E. Interpretation of Specifications

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

F. Samples: N/A

Samples may be required subsequent to the bid opening. Samples must be received within three business days of notification. Notification will be made in writing or by telephone. Samples shall be sent to _____. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

G. 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.

H. Quotations

No bidder 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. 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. 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 shall be offered under separate cover, identified as a new product and a brief explanation written as a part of the offer detailing the advantages that can normally be expected of this product over the product specified.

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 may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

I. Quantities

MCPS will not be obligated to purchase any specific quantity. Quantities in this request are subject to change and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term for delivery to

individual locations. Minimum quantity orders will not be accepted.

J. Delivery

Delivery shall be required within 30 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement, or an order placed by an authorized representative using the MCPS Purchasing Card.

K. Emergency Purchases

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

L. Invoicing

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices shall be submitted in duplicate and must be included with each delivery. 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.

M. Provision For Price Adjustment

Price increases on service labor rate will not be considered for the first 180 days of the contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers 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 CPIs rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful vendors.

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. If the price increase is approved a contract amendment will be issued.

N. Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

O. 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>
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1. _____

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Email Address:

2. _____

Email Address:

3. _____

Email

Address:

P. Special Conditions

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by

MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

Q. Submission of Bids

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to retain an additional copy.

R. 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.

S. 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.

T. Awards

It is the intention to award this contract to multiple bidders 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 with regard to the bidder's ability to perform should it be awarded a portion of the contract. The Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. MCPS also reserves the right to delete items or add additional items or additional vendors throughout the contract term should there be a need for items not available from the awarded bidders.

U. Award Criteria

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

V. 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 Saudy Espinal De Veloz, Buyer in the Division of Procurement at Saudy_EspinalDeVeloz@mcpsmd.org and/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.

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Saudy Espinal De Veloz, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, Saudy_EspinalDeVeloz@mcpsmd.org, or Procurement@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 until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is: <http://www.montgomeryschoolsmd.org/departments/procurement/>

SPECIAL REQUIREMENTS

A. Pickup and Delivery Service

1. Pickup and delivery service shall be arranged with the instrumental music teacher's office (or school business office) in all schools. The school instrumental music teacher or designee shall contact the contractor for pickup of instruments. Pickup shall be required within two business days of the request. Delivery of serviced instruments shall be required within seven business

days. The contractor shall notify the instrumental music teacher and coordinator of instrumental music when an instrument cannot be delivered within seven business days of the pickup date, stating reason(s) for the delay of service.

2. At times throughout the contract the bidder(s) shall be required to provide emergency service on instruments. In those instances, the instrument may be delivered to the bidder by the instrumental music teacher or designee. The bidder is not required to receive instruments brought to the shop without a written service request from the school.
3. Once the bidder accepts possession of an instrument, either by pickup from a school or delivery to the bidder's service location by a school representative, that bidder shall be held liable for the care of that instrument (including loss and theft of or damage to the instrument) and shall remain liable until such time as the instrument is returned to the school and a signed acknowledgment of delivery is received.
4. Delivery acknowledgement shall be signed by the instrumental music teacher or designee in the presence of the pickup/delivery agent. Unless prior instructions are issued, no instruments shall be picked up or delivered to any other person or office.

B. Good Condition

“Good Condition” shall be defined for the intents and purposes of this document as optimum operable playing condition equivalent to that of new instruments, taking the age and overall condition of the instrument into consideration.

C. Requirements

1. Instruments serviced under this contract shall be brought up to and maintained in good condition for the duration of the contract.
2. Vendor(s) are not required to replace parts or the following accessories if they are lost or missing:

bocal	case	key	crook
swab	lyre	strap	mouthpiece cap
tuning bit	mouthpipe	finger buttons	reed
ligature	mouthpiece	cleaning rod	pads

3. Labor costs and costs for parts for all **elementary schools** shall be billed to the Coordinator of Instrumental Music, at: MCPS Fine Arts Office, Attn: Mr. Phil Barnes, 850 Hungerford Drive, Room 256, Rockville, MD 20850, 240-740-4007 or Phillip_P_Barnes@mcpsmd.org and shall be mailed or emailed by the fifteenth of each month. Labor costs and costs parts for all **middle and high schools** shall be billed directly to the school. Repairs to an instrument belonging to an elementary school shall not begin without preapproval from the Coordinator of Instrumental Music.
4. Each instrument sent in for repair shall be accompanied by a work request stating, insofar as is possible, what repairs are required as well as a “Not to Exceed” quote that includes all labor and supply costs. The awarded bidder shall *only* perform the work that is requested in the work

request. No work shall be performed until the instrumental music teacher or designee (for secondary schools) or Coordinator of Instrumental Music (for elementary schools) gives approval for the work to proceed.

5. When an instrument is sent for unspecified repairs, the vendor shall contact the instrumental music teacher or designee or leave a message with the school explaining the nature of the work and cost of repair.
6. Each instrument shall be tested and returned to the school in good playing condition.

D. Maintenance Repairs

All service and repairs conducted under this contract shall be performed in accordance with the accepted standards of workmanship of the National Association of Professional Band Instrument Repair Technicians or other professionally recognized trade association. The maintenance specifications set forth below shall in no way limit the quality of workmanship and are offered only as examples or points of reference.

Maintenance repairs shall be provided for all instruments. Maintenance repairs shall emphasize placing the instrument in the best possible playing condition with minimal attention to "cosmetic" repairs.

1. If a dent is in such a position to necessitate unsoldering of a joint and re-lacquering, it shall not be removed unless it seriously impairs the tone quality, pitch, and/or performance.
2. Dents in French horn bells shall be rolled out any time the instrument is sent in for repairs.
3. All replacement parts shall be the Original Equipment Manufacturers (OEM) parts intended for the specific instrument being repaired.
4. No ground-processed cork shall be used on any instrument.
5. Replacement pads and/or parts for woodwind instruments shall be the OEM replacements for those specific instruments. (Saxophone pads shall not be used for bass clarinets, etc.)
6. Key mechanisms shall be adjusted according to the manufacturer's specifications and/or to each specific instrument, whichever causes the instrument to function at the highest level.
7. Cracks in woodwind instruments shall be repaired in accordance with generally accepted standards of the National Association of Professional Band Instrument Repair Technicians or other professionally recognized trade association.
8. Broken hardware shall be replaced on all repairable cases.
9. Using a high grade of paint, the awarded bidder shall stencil the initials "MCPS" on all instrument cases not already marked.
10. Repairs estimated to cost more than 50% of the cost of a new instrument shall be reported in writing by the contractor to the coordinator of music, Mr. Phil Barnes, via email,

Phillip_P_Barnes@mcpsmd.org with a copy to the instrumental music teacher.

11. When an instrument needs to be cleaned, both ultrasonic and chem clean options should be offered.

E. Salvaged Instruments

The awarded bidders shall house all salvaged MCPS instruments with usable parts for a period of at least 12 months. The bidder shall use these parts to repair **other MCPS instruments** when possible. Salvage reports shall be submitted to the coordinator of instrumental music each month. Salvaged instruments shall be subject to the approval of the coordinator of instrumental music.

F. Qualifications

Each bidder shall submit the qualifications of their technicians. MCPS reserves the right to check references and inspect repair facilities. A minimum of five years successful experience or graduation from a recognized repair school shall be required for consideration of award.

1. Names of Technicians (with years experience for each): _____

2. Length of time in business as an active instrument repair facility? _____

3. List previous experience such as factory, store, shop, etc. _____

4. Experience in: Woodwind repairs ___ yes ___ no

Brass repairs ___ yes ___ no

5. Experience in institutional repairs (schools, colleges) ___ yes ___ no

If so, where? _____

If no, provide other references on a separate piece of paper attached to the bid submission.

G. Service

Service or repair shall be completed within seven business days unless the instrumental music teacher or designee approves an extension.

Repair or maintenance work shall not be subcontracted without prior approval of MCPS.

H. Facility Location(s)

To be considered for award, bidders shall have at least one location located in Montgomery County, Maryland. Please provide the address of your Montgomery County, Maryland, location(s) below:

I. Payment

The MCPS Board of Education will pay the monthly charges upon receipt of invoice. The invoice shall include a description of work performed and time spent on each repair (in 15-minute increments).

J. Work-Based Learning for Employer

In an effort to build a robust program to offer students work opportunities through apprenticeships and internships, MCPS partners with employers to find talented youth for high demand careers. MCPS trains and supports youth employees for your organization so you can help our talented youth move into careers that support your business.

Please acknowledge below your interest in partnering with MCPS and the [work-based learning program](#). If you are not interested in participating in this program, it **does not impact the award** of this bid favorably or negatively.

Yes, I am interested in partnering _____

If yes, please complete the information in the following link and someone will contact you with more information:

[MCPS Employer Interest Form](#)

No, I am not interested in partnering _____

K. 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.

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 Division of Procurement 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 240-740-3066. 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.