

OFFICE OF FINANCE
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Invitation For Bid #40351
HVAC/Refrigeration Equipment and Parts
(Supplement to BID 4035.8)

GENERAL CONDITIONS

NOTE: Upon award the General Conditions of this supplement bid will be incorporated and Items will become a part of the original Bid 4035.8

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of HVAC/ Refrigeration Equipment and Parts based on a percent off manufacturer's price list, to the Montgomery County Public Schools (MCPS) Division of Maintenance and Operations (DMO) Service Centers listed below:

DMO – Mid County
10901 Westlake Dr.
Rockville, MD 20852

DMO - Up County
13100 Shawnee Lane
Clarksburg, MD 20781

DMO - Down County
1801 Old Randolph Road
Silver Spring, MD 20902

DMO - Central
8301 Turkey Thicket Drive
Building A, First Floor
Gaithersburg, MD 20879

B. Delivery

The bidder agrees to furnish and deliver during the contract term the items and articles which may be awarded to the bidder in such amount and quantities within the terms of the contract. All deliveries must be prepaid FOB Destination, and in no case will shipments collect or sidewalk deliveries be accepted. Bidders shall uncrate, completely assemble, and set in designated place all equipment. All delivery cost shall be included in the unit price.

Delivery is required within five days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement, unless otherwise specified or a purchase made by an authorized staff member utilizing the MCPS purchasing card. Purchase orders covering partial quantities shall be released as needs arise. It is not the intent to purchase entire quantities at one time. In emergencies situations when equipment is completely down, MCPS requires that the supplier deliver in less than five days.

Bidders are expected to have a stocked inventory. If the successful bidder cannot provide the items within the time required, MCPS reserves the right to purchase from other sources.

C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable percent discount 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 they be awarded the contract.

Awards will be made the bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. Bidders are required to stock as much as possible a complete line of product brand they are offering. 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.

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/vendors throughout the contract term should a need arise that cannot be provided by any of the awarded contractor(s).

Awards are based on the lowest net cost as determined by the percentage off discount from the manufacturer's price list or dealer's price sheets submitted with the bid. Bidders that do not submit price list/catalog prices may not be considered for award.

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) 90 days prior to the expiration of the original contract. The bidder(s) 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.

E. Provision For Price Adjustment

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

Reduction of the percent discount offered shall not be considered the entire contract term; Contractor must provide an update price list to apply the discount to current prices.

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 a price increase shall include documentation from the manufacturer to verify the basis for such request and submit current catalogs. 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. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their 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 percent discount 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 should be identified as a new product and a brief explanation written as part of the offer detailing the advantages which 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 parts discount percentage or price on each item bid upon. Any bid in which the bidder names a total parts discount percentage and/or price for all the articles without quoting on each and each item separately will be considered informal and disqualify your bid. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the term of the contract.

H. Price Lists

Catalog percent off items will be awarded on the basis of a discount percent off factory retail price list. Discount must be stated as a single percentage. Bidders MUST furnish copies of the manufacturer's price list, which shall become a part of the contract. Failure to submit these documents with your bid may result in automatic disqualification for these items. These prices must remain firm for a minimum of six months less the applicable discount. (Refer to Paragraph E, Provision for Price Adjustment). If the price list shows more than one price, the bidder shall clearly mark the column, which represents their bid. The percentage offered will remain firm for the term of the contract.

The cover of the price list shall contain:

1. Bidder's name, address, and telephone number
2. Bid number
3. Bid opening date
4. Date of Publication
5. Manufacturer

Submission of catalog prices on electronic-device will be accepted, however, at least one catalog/price sheets must be submitted with bid for evaluation purposes to determine lowest cost to MCPS, Price listing on e-format is acceptable throughout the term of the contract for ordering purposes and price updates (increases or decreases).

Upon award notification the successful bidder(s) must furnish three additional copies of the

manufacturer's price sheets for the items they are awarded. These will be distributed to the DMO for ordering purposes. New catalogs/disks shall be provided to the DMO as prices change by the Manufacturer.

I. Quantities

The estimated annual usage dollar amounts indicated on the individual item specifications are estimates 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 amount.

J. 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.

K. Ordering

Orders may be placed by telephone and/or fax by MCPS authorized representatives. Contact information will be provided upon award. The successful bidder(s) shall be responsible for accepting orders placed only by authorized personnel. Authorized representative information will be provided upon award. Orders will be placed throughout the contract term.

L. Invoicing

All invoices shall be in duplicate and must be included with each delivery. The invoice shall contain the applicable purchase order number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** The DMO shall submit receiving reports to the Division of Controller for payment in a timely fashion, if not already paid by using the MCPS purchasing card.

The Division of Maintenance address is 8301 Turkey Thicket Dr, Bldg A, 1st Floor, Gaithersburg, MD 20879.

MCPS no longer process check payments. To avoid payment delays all bidders that accept Master Card are strongly encouraged to sign up to receive (Single Use Accounts) SUA payments. For bidders that do not accept MasterCard, the Automated Clearing House (ACH) electronic payments is also available. To obtain more information email accountspayable@mcpsmd.org

When a discount for payments is authorized and taken, it will be made to the contractor as close as possible to, but not later than the end of the discount period. Prices quoted shall not include excise or state sales and use taxes. Exception certificates will be furnished upon request. Contractors inquiries concerning payment shall be made to accountspayable@mcpsmd.org MCPS will not be responsible for late payments of invoices if the above instructions are not followed in detail.

M. Telephone Numbers

All bidders shall provide a free telephone number or provide a collect call service. Bidder shall indicate the name of the person to contact. Failure to provide telephone number for product clarification or to

place an order may result in a no award.

Telephone Number

Sales Representative

Fax Number

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 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

Contact
Person

Phone
Number

Contract
Number

1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

O. 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.

P. Qualification of Bidders

Bidders are required to be regularly engaged in performing the services on which they are bidding and must maintain a regularly established place of business. An authorized representative of MCPS may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

Q. Emergency Purchases

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

R. Hazardous and Toxic Substances and Material Safety Data Sheets

Manufacturers and distributors are required by the "Federal Hazard Communication Standard" (29 DFR 1910.12000), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. Deliveries to MCPS must comply with these requirements. All bidders are required to submit Material Safety Data Sheets for each item as applicable. Failure to submit Material Safety Data Sheets, as required, may be considered cause for cancellation and award to the next lowest bidder.

Data sheets for each product are to be submitted to the DMO with shipment indicating bid and item number(s) Failure to identify those items requiring Material Data Sheets, as required by law, rest solely with the bidder.

S. SUBMISSION OF BIDS

1. Bid Documents

- a. One original and one copy of the bid are requested. The cover page must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.
- b. The bid submission 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.

2. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>), by email Laly_A_Bowers@mcpsmd.org and/or procurement@mcpsmd.org, to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

3. Bidder Obligation/Sex Offender N/A

- a. Maryland Law requires that any person who enters into 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 \$5,000 fine.

- b. Each Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term “Workforce” is intended to refer to all of the contractor’s direct employees and any subcontractors and/or independent contractors it uses 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.

T. eMARYLAND MARKETPLACE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this solicitation, as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland.

U. 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.

V. Award Criteria

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

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly A. Bowers, CPPB, 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. 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 Division of Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>