

**Division of Financial Management
Department of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive
Rockville, Maryland 20850**

**INVITATION FOR BID # 7060.5
Towing, Transport and Recovery of Vehicles and Buses**

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the towing, transport and recovery services of MCPS owned, vehicles and buses. Recovery is anticipated to occur within Montgomery County, Maryland, however there might be occasional towing services required elsewhere.

B. Awards

The successful bidder(s) shall have a facility located within a 30-mile radius of the MCPS Department of Transportation, 16651 Crabbs Branch Way, Rockville, Maryland.

It is the intention to prequalify bidder(s) submitting the most favorable pricing with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable timelines, 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, and to accept or reject any or all bids. 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 facilitated by an awarded contractor.

C. 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 bidder 90 days prior to the expiration of the original contract. The contractor will have ten days from the date of the 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.

D. Quotations

No bidder will be allowed to offer more than one price on each item even though they may feel that they have 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 in 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.

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.

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.

E. Interpretation of Specifications

The commodities listed herein are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items/services in conformance to quality standards and regulations.

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 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. BID SUBMISSIONS

1. The cover page of the bid submission must be clearly marked. Bidders may wish to reproduce and retain a copy for your files.
2. Provide a list of Equipment with bid submission.

H. Bidder Obligation (N/A)

Contractors' and sub-contractors' responsibility regarding registered 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 contractor 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 contractor’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.

I. eMaryland Marketplace

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

J. 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 and 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.

K. Invoicing

Vendor shall submit invoices to the MCPS Department of Transportation, County Service Park, 16651 Crabs Branch Way, Rockville, MD 20855 for payment approval. All invoices shall identify pertinent information such as purchase order number, MCPS vehicle identification

number, make and model and specific locations of recovery.

L. 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.

Company Name & Address	Contact Person	Phone Number	Contract Number
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1. _____

Email Address: _____

2. _____

Email Address: _____

3. _____

Email Address: _____

M. 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 vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by email at Joey_Redman@mcpsmd.org and Procurement@mcpsmd.org, to verify whether addenda/errata has been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

N. Award Criteria

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

O. Inquiries

Inquiries regarding this solicitation must be submitted via email to Joey Redman, Buyer I, at Joey_Redman@mcpsmd.org and 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/>

II. Detailed Specifications

Note: The contractor is the acknowledged expert in providing the towing, transport, recovery services solicited herein. In the event the contractor has knowledge that it has been misdirected by the MCPS in the most expedient and cost-effective procedure in the execution of any assigned duty, the contractor must contact the MCPS Fleet Maintenance supervisor.

A. Mandatory Response Time

The towing, transport, recovery service response time to arrive at a tow site shall be within 30 minutes after notification by an authorized MCPS Fleet Services staff. If the primary contractor has not responded within the requirements, a secondary contractor may be authorized to respond and the primary contractor will be instructed to stand down with no monetary compensation from MCPS. If the primary contractor knowingly cannot respond within these requirements, it is the contractor's responsibility to notify the Fleet Maintenance Depot requesting service. It is at MCPS sole discretion to extend the response time when deemed to be in the best interest of MCPS or to have the secondary contractor perform the services with no compensation to the primary contractor.

B. Delivery Schedule To Designated Destination After Hook-Up At Towing Site

Towing service delivery is required within two hours after notification by the Fleet Maintenance Depot authorized staff. Locations are within Montgomery County, Maryland. A list of MCPS authorized staff and telephone information will be provided upon award. Delivery schedule is defined as the length of time from delivery site notification by MCPS until vehicle/equipment arrival at the designated destination as defined by MCPS Department of Transportation, Fleet Maintenance. Contractor shall notify the receiving depot of its arrival to receive the location of the drop and placement of vehicle. The requirements must take precedence and supersede all contractual agreements with any entities other than MCPS. It is at MCPS sole discretion to extend the delivery schedule when deemed to be in the best interest of MCPS.

C. Emergency Recovery

Emergency recovery is defined as, but not limited to the extraction of a vehicle that is not accessible by standard towing processes, (i.e. accident/off road extraction).

D. Dead Lift Craning/Flatbed Securing

Dead lift craning/flatbed securing is defined as, but not limited to craning operation,

including vertical lift and required rotation of vehicles/equipment when necessary,(i.e. accident, hydraulic failure) and securing of vehicles/equipment for transport, and the craning and required rotation of vehicles/equipment at destination.

E. Mechanical Work

Mechanical work is defined as, but not limited to removal of drive axles and the mandatory securing of contractor's supplied axle caps, removal of drive shafts or similar duties to expedite towing procedures to provide damage free drive train, transmission and drive axle transport/delivery of vehicles/equipment. Mechanical work will be performed under direction and authorization of the MCPS Fleet Maintenance Depot supervisor or authorized designee.

F. Non-Hazmat Clean-Up Work

Non-HAZMAT clean-up work is defined as, but not limited to the retrieval and removal of all MCPS generated accident debris and includes the contractor's securing and/or transfer of load/cargo displaced by an accident situation under direction and authorization of the MCPS Fleet Maintenance supervisor or authorized designee. This solicitation does not provide for hazardous materials spill containment/clean-up.

G. Emergency Support

Emergency Support is defined as a flat rate fee per hour per vehicle/operator the contractor bills MCPS for having personnel and equipment at full disposal to MCPS, during a MCPS designated emergency. This fee is only available to the contractor when contacted by the Fleet Maintenance Depot supervisor or designee. The emergency support fee will cease and desist when the contractor is notified by the Fleet Maintenance Depot designee that emergency support is no longer required. The MCPS Fleet Maintenance supervisor or designee will designate the vehicle(s)/operator(s) for emergency support, by location/staging base of operation. During emergency support, the contractor's vehicle(s)/operator(s) will be under the direction of the Fleet Maintenance Depot designee.

The contractor's vehicle(s)/operator(s) will perform any and all services, as described in the solicitation, under the direction of the Fleet Maintenance Depot or designee at the bid price for emergency support. In addition, during a MCPS designated emergency the Fleet Maintenance supervisor or designee may direct the contractor to perform services not described in the solicitation to expedite the school emergency response (i.e. towing of privately-owned abandoned vehicles which impede emergency response). These services will not exceed standard towing or emergency recovery practices or fees afforded to the contractor's most favored customers.

H. Waste Disposal

All waste disposal must be in accordance with the current County, State and Federal laws and regulations. The contractor must defend and indemnify the school board harmless for any and all actions of the contractor relating to waste disposal.

I. Availability

The contractor must make available and provide towing and wrecker service seven days per week on a 24 hour per day basis, 365 days per calendar year. During the term of a contract resulting from this solicitation, the contractor must provide sufficient pre-approved equipment, available within the maximum allowable response time and delivery schedule. The contractor must only respond to locations when MCPS requires towing services when specifically requested by MCPS. If the contractor arrives at a location without authorization to respond, MCPS will NOT reimburse the contractor for any charges.

J. Contractor Equipment

Vehicles owned, operated or controlled by the contractor to be used in the performance of this contract must meet the following minimum requirements;

- a. Wreckers must be standard manufacture vehicles originally designed and built as wreckers and not modified trucks.
- b. The contractor must provide an adequate compliment of equipment (wreckers) to provide for the requirements of a contract resulting from this solicitation.
- c. Minimum requirements include, but are not limited to having sufficient vehicles equipped with 136" under reach fork extensions capable of wheel lifting fixed route, heavy duty, low floor, transit buses. Minimum requirements include, but are not limited to the provision of dollies, cable extensions, winches, air cushions and any/all equipment required to perform all phases of off-road recovery.
- d. All equipment must be capable to transport MCPS owned vehicles/equipment without causing damage under normal towing conditions.
- e. The contractor must have the capability of handling all tows occurring during the contract term. This requirement includes providing "special use" vehicles such as sliding axle trailers for low clearance vehicles, towing with flatbed truck and towing large and/or heavy vehicles/equipment when required.

K. Operator's Requirements

Operators are required to possess valid Commercial Driver's license (CDL) with current HAZMAT endorsement(s). Operators must adhere to Federal, State of Maryland, Montgomery County, Maryland, and local jurisdiction law.