

Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive
Rockville, Maryland 20850

Invitation for Bid #7066.9, Vehicle Maintenance, Repair and Inspection

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the maintenance, repair and inspection of school buses and fleet vehicles for Montgomery County Public Schools (MCPS), Department of Transportation and the Division of Maintenance and Operations. There will be times when bidder(s) will be required to pick up and deliver the buses and vehicles that require service. Third party pick up shall not be considered. Vehicles will be located at different MCPS locations within Montgomery County, Maryland. A list of the sites and contact information will be provided upon award. MCPS reserves the right to add or delete locations, if the need arises.

B. Awards

It is the intention to award this contract to 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 vendor 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, the Board reserves the right to add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

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 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) shall 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.

D. 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 vendor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. 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. The request shall not exceed 75% of the percentage change of January 1 CPI's, 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 authorizing the increase.

E. 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 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.

F. Quotations

MCPS is requesting a labor rate for repairs, services and inspections and a percentage discount for parts. Bidders not offering a single percentage discount and labor rate on each individual item specification will be considered to be non-responsive for that item.

The labor rate shall be based on the Motor, Mitchell or Chilton truck and van labor time guides, and bidders shall indicate which they are offering.

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.

G. Invoices

The successful bidders shall provide an invoice, in duplicate, for each vehicle serviced. The invoice shall include a description of each service, date performed, MCPS vehicle ID. number, license number, make, odometer reading, repair order number and vehicle identification number. The invoice shall also indicate the labor rate per hour, the number of hours for each repair, the extended totals of labor rate and hours, the description and quantity of each replacement part, the cost of parts minus the percentage discount, the dollar amount being charged to MCPS on each replacement part, the extended total for each part and the total cost for the repair (labor and parts).

Invoices shall be forwarded to: MCPS, Attention: Department of Transportation, 16651 Crabbs Branch Way, Rockville, Maryland 20855. If contacted by Division of Maintenance and Operations send invoices to: MCPS, Division of Maintenance and Operations, 8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, MD 20879.

H. 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

1. _____

Email address:

2. _____

Email address:

3. _____

Email address:

I. Award Criteria

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

J. 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.

K. 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.

L. Submission of Bid

Bid must be submitted in a sealed envelope to Division of Procurement, 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.

M. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the Event Calendar on the MCPS website at www.montgomeryschoolsmd.org/departments/procurement/ or to contact the Buyer, Joey Redman, by email at Joey.Redman@mcpsmd.org and Procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

N. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to, Joey Redman, Buyer, at Joey.Redman@mcpsmd.org and Procurement@mcpsmd.org, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850. 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. SCOPE OF WORK

A. Services

The successful bidder shall be required to perform inspections, services and repairs on MCPS owned light duty cars and trucks, medium duty trucks, heavy-duty trucks and Motor Vehicle Administration (MVA) Class "A" inspection on school buses.

B. Request for Service

The MCPS Department of Transportation or the MCPS Division of Maintenance authorized staff will contact the successful bidder when a vehicle is in need of service. Vehicles may be dropped off at the bidder site by MCPS; however, on occasion the awarded bidder will be requested to pick up the vehicle.

Bidder shall provide a written estimate of services and estimated date of completion within 24 hours of picking up the vehicle. Work shall not begin without prior approval from an authorized representative of MCPS. MCPS shall not be held accountable for work conducted prior to authorization

C. Additional Work

After approval of a quotation, if additional work is required, the bidder shall contact the MCPS Department of Transportation or the Division of Maintenance, to pre-authorize the repairs. Successful bidder shall keep used parts for five working days, after vehicle is returned.

If in the process of a repair or service, it becomes apparent that additional hours and or parts are required to return the vehicle to operation, all additional work shall be done only with pre-authorization from MCPS and shall be billed as a separate item on the invoice.

D. Discarded Parts

The parts of each vehicle are the sole property of MCPS and MCPS reserves the right to ask supplier for discarded parts.

E. Personnel

All work performed shall be by qualified experienced personnel using the appropriate materials and equipment acceptable in the trade. Companies whose employees hold certifications in the trade, such as *Automotive Service Excellence* are preferred to perform the required work on this contract.

All drivers performing work under this contract are required to hold current CDL Class B licenses.

F. Warranty and Warranty Repair Locations

The successful bidder(s) shall warrant the supplies and materials that shall be used under this contract to be of the highest quality, complying with specifications and free from all defects whatsoever. The successful bidder(s) agrees that any replacement and/or adjustments needed shall be made promptly and without any cost to MCPS and to the satisfaction of MCPS.

Warranty shall be 100% parts and labor for a minimum of six months, unlimited mileage.

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.

G. Qualification of Bidders

Bidders may be required to furnish satisfactory evidence that they are qualified and regularly engage in performing the services on which they are bidding. MCPS reserves the right to visit any prospective contractor's place of business to determine the bidder's ability, capacity, reliability and other factors required to perform the contract.

H. Inspection of Repairs

MCPS reserves the right to inspect repairs in progress during the term of this contract. Inspections shall take place during the bidder's normal working hours.

I. Submissions

Failure to provide any of the following information may be cause for your bid to be determined non-responsive.

1. Number of years the company has been in business repairing light, medium and heavy duty trucks: _____
2. Number of years the company has been in business repairing and/or servicing school buses: _____
3. Square footage of shop: _____
4. Number of full-time mechanics on payroll who have experience with repairing/inspecting light, medium and heavy-duty trucks: _____
5. Number of full-time mechanics on payroll who have experience with repairing/inspecting school buses: _____
6. Address of repair facility: _____
7. Place a check by the following shop equipment that you own and will be used for Repairs/inspections in performance of this contract:
 - a. Engine Analyzer _____
 - b. 4-Wheel Alignment Machine _____
 - c. Brake Lathe _____
 - d. Air Conditioning Service/Reclaim _____
 - e. Towing Capabilities _____
 - f. Computerized Wheel Balance _____
 - g. E.I. Flushing System _____
 - h. Radiator Flushing System _____

i. High Pressure Washer to Clean Engines _____

8. Provide certification that your company follows the current Generated and Hazardous Waste Programs Guidelines listed below:

- a. Hazard Waste permits for Montgomery County
- b. Refrigerant Recycling Program
- c. Mobile Air Conditioning Refrigerant Certification
- d. Antifreeze Recycling Program
- e. Waste/Contamination antifreeze Removal
- f. Parts Cleaning Fluid Removal
- g. Waste Oil Removal Program
- h. Used Brake Lining Removal Program
- i. Used Exhaust System Removal Program
- j. Used Tire Removal Program
- k. Scrap Metal Removal Program
- l. Radiator Repair Service

9. Provide proof of current coverage throughout the contract term of the following insurance

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Garage Keepers Legal Liability (Such insurance shall be <u>primary</u> so as to eliminate question of negligence)	\$350,000
Business Auto Liability (Including all owned, non-owned, hired & leased autos)	\$2,000,000 combined single limit
Worker's Compensation	Statutory

The successful bidder upon award, will file with MCPS certificates of insurance; and such certificates will provide that MCPS shall be deemed as additional insured, and receive 30 days prior written notice of non-renewal, cancellation of or modification to any of the above policies.

10. Copy of current EPA Numbers

11. Copy of current Maryland State inspection license

12. Copy of current DOT Division of MVA Motor Carrier inspection approval

13. Copy of current Maryland State tax number

J. Method of Ordering

The method of ordering shall be through a Blanket Purchase Order (BPO) or through the use of the MCPS purchasing card. The BPO shall indicate a specific dollar amount of funds that have been estimated to cover purchases. Orders will be placed against this dollar amount, throughout the contract term. MCPS reserves the right to cancel any portion of these estimated funds that have not been used.

Requests for service shall be placed by telephone and/or fax by authorized representatives of MCPS. The successful bidder(s) shall be responsible for accepting orders placed only by authorized personnel. Authorized representative information shall be provided upon award.

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities - N/A

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 at any fingerprinting agency approved by the State of Maryland. A list of MCPS 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.

Badges will be issued by the MCPS Background Screening Office, located at 850 Hungerford Drive, Suite 137, Rockville, MD 20850. To initiate the fingerprinting and badging process, contractors must submit Form 235-40 to ContractorObligation@mcpsmd.org. Upon receipt of the completed form, MCPS will provide the mandatory training information and links to schedule required appointments for fingerprinting and badging. Compliance with this process is a condition of performing services on MCPS property.

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.