

**Division of Financial Management  
Department of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Invitation For Bid # 7083.10  
Custodial Equipment**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of custodial equipment described. Deliveries are made to the Montgomery County Public Schools (MCPS) locations throughout Montgomery County, Maryland as detailed in this solicitation. Specific delivery requirements and destinations will be noted on individual purchase orders.

**B. Delivery**

Delivery will be required within 30 days after receipt of a purchase order issued and signed by the director of the Department of Procurement, or an order placed by an authorized representative using the MCPS purchasing card following these guidelines:

**PART A** *No Exceptions.* All equipment under this section are to be delivered to the MCPS Supply and Property Management Office located at 580 N Stonestreet Avenue, Rockville, MD 20850 between 7:00 a.m. 2:00 p.m., Monday through Friday, excluding school holidays. **All deliveries are by appointment only.** Call 240-740-5160, to schedule appointments. All appointments shall be scheduled at least 24 hours in advance, but may be made further in advance to assure appointment availability. MCPS reserves the right to reject deliveries made without an appointment.

**PART B** Items to be delivered to MCPS/Repair Shop, located at 8301 Turkey Thicket Dr. Bldg. A25, Gaithersburg, MD 20879

**PART C** Delivery will be made to various MCPS schools and/or offices located throughout Montgomery County, Maryland.

All deliveries must be accompanied by a delivery ticket. The contractor must obtain a signature on the delivery ticket receipt for all items delivered. The contractor may be required to furnish proof of delivery in some instances.

**C. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, 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 supplier submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board reserves the right to make

awards according to the best interests of the Board of Education of Montgomery County, Maryland.

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

#### **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 four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the supplier(s) 90 days prior to the expiration of the original contract. The contractor(s) will have ten days from the date of notification to return the notice with his decision 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. Invoices**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. Price quoted shall not include federal excise or state sales taxes. Exemption certificates will be furnished upon request. See Article XIII.

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale ... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property...". Sales tax, as applicable, shall be included in any bid made to MCPS.

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

#### **F. 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 anytime prior to award. Recommendations for awards, however, will be made based on the original bid submission only.

Price increases will not be considered for the first 90 days of the contract. Thereafter, the supplier shall 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. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders issued and submitted to the supplier prior to a request for a price increase shall be honored at the original contract price, (No exceptions) if the request is approved, a contract amendment will be issued.

#### **G. Descriptive Literature**

If bidding other than specified, suppliers shall furnish with their bid proposal literature properly bound

and labeled showing full illustrations and detailed specifications on items bid. 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. Suppliers shall provide the manufacturer's code and catalog number of the item offered. In some cases, descriptive literature may be used to determine if a sample is required for testing, therefore, suppliers are encouraged to provide as much information as possible if bidding other than specified.

For the purposes of this solicitation: new, updated or improved models from manufacturers will be considered "bidding other than specified" and, as such, will require descriptive literature. Additionally, if the new model is an upgrade or direct replacement, manufacturer's documentation must be submitted as verification of the authorized replacement.

**Failure to submit marked descriptive literature with bid submission shall result in automatic disqualification.**

#### H. Samples

Samples may be required subsequent to or at bid opening on all items unless bidding the specified brand and model, **or** when noted on item specifications as "Sample Required." Samples shall be separate from the bid response and shall be sent to:

Department of Facility Operations  
Custodial Equipment Samples  
8301 Turkey Thicket Dr. Bldg. A. 1<sup>st</sup> Floor,  
Gaithersburg, MD 20879.

**Bid response shall be delivered to the Department of Procurement. DO NOT include bid response documents with samples.**

The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging. Samples sent directly from a Manufacturer shall include the list of suppliers for which the sample was sent. Sample sent by the manufacturer will only be considered for the bidders listed by the manufacturer. it is the responsibility of the bidder to make sure their name is listed or to mark their samples properly.

Large Equipment: Samples may be required subsequent to the bid opening for equipment within *three business days* of notification. Notification will be made in writing or by telephone. The determination to view a sample will be made after review of the literature submitted with the response, see Paragraph G. Descriptive Literature. MCPS may require a sample for testing and inclusion on future solicitations. At the discretion of MCPS, samples requiring further testing may not be awarded at this time.

Samples of accessories/supplies are required prior to or at bid opening on all items unless bidding the specified brand and model, **or** when noted on item specifications as "Sample Required." Samples shall be separate from the bid response Samples shall be packaged in the same manner as they will be packaged during the contract term. Each individual sample submitted shall bear the name of the supplier, item number, and bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered.

Failure to deliver samples as required will result in automatic disqualification.

**I. Brand Names** (Please follow instructions)

Except where stated in the item description as ONLY, reference to brand names and code or model numbers in the attached specifications is offered as a point of reference in order for suppliers to consider style, sizes, weights, and similar characteristics. The use of such brand names should not be interpreted as the exclusive brand desired, unless indicated.

In the brand column state the manufacturer brand name, code or model number on each item being offered, even if bidding the specified brand. **If a manufacturer brand and code or model number is not shown your bid response to that item will not be considered.** (Bidder stocked brand/model may be provided under the deviations portion of the item specifications for ordering purpose)

Bidder shall provide the correct manufacturer's brand and part number on all items submitted for consideration. Failure to provide required information will be cause to disqualify your response to the item in question. The bidder name and part number will not be considered as an acceptable brand name if item is not manufactured by the bidder.

If an item specification shows code or model numbers that have been discontinued, the supplier shall so state and indicate the current manufacturer code or model number and provide documentation from the manufacturer verifying the substitution.

Suppliers may submit brands that are not specified, for testing, if materials are submitted at no cost to MCPS. Products requiring testing, as determined by the MCPS Department of Facility Operations, may be scheduled for a future date. Testing is conducted on a scheduled basis ONLY and normally requires several months to complete before a recommendation to accept or reject said brand will be made. Suppliers will be notified of the status of testing upon completion and notification will be sent stating final approval or rejection. As the testing process is not done immediately, any new item approved will be included on future bids.

**J. Interpretation of Specifications**

The commodities listed are specified to meet MCPS minimum requirements. Therefore, suppliers must provide the items in conformance to quality standards equal to the brand specified.

It is the bidder's responsibility to supply information and proof that the item(s) bid meets all specifications including green product guidelines. The specifications sheet(s) must be legible and clearly marked with the vendor name and MCPS item number for identification. Environmental preferable product documentation must be specific with name and brand being bid.

**MCPS will be the sole evaluator in determining item specification compliance and "alternate or equal" conformance to acceptable MCPS quality standards for all items offered.**

**K. Deviations**

All bids meeting the intent of the invitation will be considered for award. Suppliers 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. Suppliers offering aftermarket upgrades or performance enhancers that may be added to a machine shall list each individually, provide descriptive

literature and pricing on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the supplier has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

#### L. Quantities

MCPS shall 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 throughout the contract term.

#### M. Quotations

No supplier will be allowed to offer more than one price on any item even though it may feel that it has two or more types or styles that will meet specifications. Suppliers must determine for themselves which to offer. If said supplier 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 that 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 a part of the offer detailing the advantages that can normally be expected of this product over the product specified. Additionally, this stipulation does not preclude the offering of aftermarket upgrades or performance enhancers as a separate item for consideration; however, such offerings shall not be included in the original pricing, see Paragraph K.

A supplier 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 supplier 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 term.

#### N. Warranty

The bidder warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials.

Unless otherwise stated in the individual item specifications, the equipment shall consist of a minimum one-year manufacturer warranty against defects of equipment under normal use. Equipment requiring service under warranty shall be picked up and returned by an employee of the successful bidder. Any manufacturer of equipment offering as standard a longer warranty than is specified herein, shall take precedence. **Manufacturer warranty shall be specified per each line item in bid response.**

Warranty shall provide for the replacement of defective equipment. Any warranty claim made by MCPS prior to the expiration of said warranty, shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.

O. Customer References

Suppliers are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

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

P. Award Criteria

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

Q. eMaryland Marketplace Registration

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

R. 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.

**S. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the supplier to check the “Event Calendar” on the MCPS Procurement website <http://www.montgomeryschoolsmd.org/departments/procurement/>, or contact Joey Redman in the Department of Procurement by email [Joey\\_Redman@mcpsmd.org](mailto:Joey_Redman@mcpsmd.org) and [Procurement@mcpsmd.org](mailto: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.

**T. Inquiries**

Inquiries regarding this solicitation shall be submitted in writing, to Joey Redman, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, by email to [Joey\\_Redman@mcpsmd.org](mailto:Joey_Redman@mcpsmd.org) or [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) Questions must be received, in writing, no later than four business days prior to bid opening in order for the supplier 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. Supplier 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/>.

**U. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (N/A)**

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.

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 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 Department of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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 301-279-3066. 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.

**II. DETAILED SPECIFICATIONS:****A. General Requirements**

Manufacturers shall be established companies in the industry, possessing adequate equipment and facilities to provide a product of consistent quality.

**B. Guarantee**

Unless otherwise stated in item specification, successful bidder(s) shall provide a minimum two-year full guarantee from the date of delivery and receipt against defects in workmanship, product and/or material under normal use. **Parts, service, labor, travel time, and transportation of equipment for repair and/or adjustment under this requirement shall be provided by the successful supplier at no expense to MCPS.**

Equipment requiring service under warranty/guarantee shall be picked up by a supplier employee only, (no third-party pickup), within one week of receipt of notification by an authorized representative of MCPS. Notification shall be accomplished via telephone and/or in writing. If repair time is estimated to exceed two weeks, the successful bidder shall provide a loan unit if requested by an authorized representative of MCPS.

Suppliers shall be directly and solely responsible for every aspect of providing and ensuring guarantee and/or warranty repair(s) and any/all necessary contact with the manufacturer shall be conducted by the supplier.

**C. Pallet Delivery**

Items requiring pallet delivery have been specified under the individual item specifications. Deliveries shall be made in accordance with accepted trade practices and requires a 24-hour notice of delivery. **MCPS reserves the right to reject shipments not properly palletized and shall not be responsible for any delivery/freight charges.**

**D. Electrical/Mechanical Requirements**

In the interest of safety, all electrical equipment shall be in accordance with the standards of the National Electrical code. All such equipment shall have received the approval of the Underwriter's Laboratories, Inc.

All equipment shall be delivered fully operational with all necessary accessories/batteries included and installed.

**E. Material Safety Data Sheet**

Suppliers offering a brand other than specified shall submit a Material Safety Data Sheet (MSDS) with their proposal when applicable. After award, successful suppliers shall provide MSDS with each shipment, as required by Federal regulations. Data sheets must be identified with bid and item number. Failure to submit the MSDS will disqualify your bid.

**F. Marking for Shipment**

Delivery of equipment shall be accompanied with a packing slip clearly showing the purchase order number, make, model, and serial number of the equipment. Improper marking of delivered items will be cause for delay in the processing of payments. This packing slip shall be in addition to the customary carrier's delivery slip.

**G. Model Changes**

The supplier shall notify the buyer in the Department of Procurement in writing, of any model changes or design or part/accessories modifications that may arise during the contract term **prior** to delivery. The supplier shall provide a sample for approval, if requested by an authorized representative of MCPS. If the sample is approved, a contract amendment will be issued authorizing the change.

**H. Operating Instructions, Service Manuals and Parts Lists**

Suppliers are required to provide manufacturer-authorized parts lists, all applicable service bulletins, and operating and service instructional manuals for items awarded with each delivery. Failure to delivery this data shall result in one or more of the following: termination of contract, withholding payment or any action deemed appropriate by MCPS.

**I. GIF Electronic Picture File**

MCPS has instituted a Financial Management System which allows MCPS end-users to view an electronic picture of the items. Upon notification of award, all suppliers submitting a response to this Invitation For Bid will be sent a Pre-Award Notification which will detail all awards that will be recommended to the Board of Education. Upon receipt of this notification, it is required that **awarded suppliers** email a GIF electronic picture file of the item(s) they were awarded to [Joey\\_Redman@mcpsmd.org](mailto:Joey_Redman@mcpsmd.org)

**J. Asbestos Free Materials (If applicable)**

All contractors that will be using replacement building materials in schools (i.e., ceiling tiles, floor tiles, mastic, glues, sheet flooring, acoustical soundproofing, plaster, wallboard compound, etc.) must submit a laboratory analysis report that verifies that these replacement products do not contain asbestos. This report should be submitted at the time of delivery and once a year thereafter, or when there is a change in materials or material supplier. The laboratory must be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). A list of these laboratories can be found at <http://ts.nist.gov/Standards/scopes/programs.htm>.

