

Office of Finance  
Division of Procurement  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
45 West Gude Drive, Room 3100  
Rockville, Maryland 20850

**Invitation For Bid #7094.7**  
**Aftermarket Automotive Parts**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of aftermarket automotive parts for Montgomery County Public Schools (MCPS) Department of Transportation Fleet Maintenance and Depots. Currently there are six locations that are located within Montgomery County, Maryland. There may be occasions when delivery will be required at other locations within Montgomery County, Maryland. This contract includes items with a firm fixed price and percentage off discounts from list prices on manufacturer's catalogs as indicated in the item specifications.

**B. Delivery**

Delivery is required within a maximum of three working days between the hours of 7:00 a.m. and 5:00 p.m., after notification by an authorized representative of MCPS. There may be instances when delivery will be required within one day or less and/or including holidays and Saturdays.

MCPS reserves the right to pick up orders from a successful Bidder's place of business, if MCPS deems it necessary. In those instances, the contractor shall only release the materials to the designated MCPS representative who is authorized to pick up orders.

**C. Awards**

Awards on percentage off discounts shall be based on the lowest net cost as determined by the percentage off (%) discount from the manufacturer's price list or dealer's price sheets hard copies or electronic device submitted with the bid.

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices and percentage off discounts 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 Bidder 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.

**D. Contract Term**

The term of contract shall be for one year. 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(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 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 offered on parts 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 or after award. Recommendations for awards, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful Bidder must notify the director of the Division of Procurement or his/her designee of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on parts 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. Reduction of discounts offered shall not be considered the entire contract term; It is the responsibility of the contractor to provide an updated price list to apply the discount.

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.

**F. Quotations**

No bidder will be allowed to offer more than one price or percent discount for parts on any one item. If said bidder should submit more than one price or discount on any item, all prices or discounts for that item will be rejected. However, this stipulation does not preclude the offering of new products that do not meet the specifications in every detail 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, 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 every separate item 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.

**G. Price Lists**

Bidders are required to submit with their bid proposal current catalogs and price lists that will apply to the percentage off discount offered. Bidder's name, address and bid number shall appear on all catalogs and price lists. If a price list has more than one column of pricing, bidders shall clearly mark the column that represents the column that the percentage off discount offered shall apply. If MCPS cannot determine what column and/or catalog applies to the discount, your bid will not be considered for that item. Bidders can provide prices on disk, however catalogs/price sheets are required for evaluation purposes to determine lowest cost to MCPS. Electronic submittal USB will be used throughout the term of the contract for ordering purposes and price updates. New catalogs/USB shall be provided to the Department of Transportation as updated by the Manufacturer.

**H. Deviations**

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

**I. Estimated Annual Usage**

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. Financial Data**

Bidders are required to submit an Annual Report, sales report or financial statement for the past year. Financial data will be held confidential. Failure to submit financial statements as required may result in disqualification.

**K. Qualification of Bidders**

Bidders are required to furnish satisfactory evidence that they are authorized dealers, manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding and, in both cases, they 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.

Contractor's location shall be within 175-mile radius from the Shady Grove Depot 16651 Crabbs Branch Way, Rockville, MD 20855

**L. Emergency Purchases**

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

M. 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 Department of Transportation will then forward the invoice to the Division of Controller for payment. To better serve you with quick payments, MCPS now offers Automated Clearing House (ACH) electronic payments. To obtain more information email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

Montgomery County Public Schools (MCPS) is pleased to inform you of our decision to partner with J.P. Morgan to use the Single-Use Accounts (SUA) electronic payment solution to make payment processes easier, efficient and more secure.

The contractor will submit a summary statement, if requested, listing the sales/delivery ticket numbers covering deliveries made during the monthly billing period. **The statement must be accompanied by one copy of each signed sales/delivery ticket.** The statement shall be forwarded to the address below for review and approval.

Montgomery County Public Schools  
Department of Transportation  
Attention: Fleet Maintenance Manager  
16651 Crabbs Branch Way  
Rockville, Maryland 20855

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 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>
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1. \_\_\_\_\_

Email Address: \_\_\_\_\_

2. \_\_\_\_\_

Email Address: \_\_\_\_\_

3. \_\_\_\_\_

Email Address: \_\_\_\_\_

**O. Submission Of Bids**1. Bid Documents

- a. One original and one copy of the bid are requested. The cover page copy must be clearly marked original or copy.
- b. 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 by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

**P. 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 event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) or [Procurement@mcpsmd.org](mailto: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.

**Q. E.Maryland 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 <https://emma.maryland.gov>, 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.

**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 awarded contractor(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 awarded contractor. 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. Award Criteria**

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

**T. 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, Rockville, Maryland 20850, fax number 301-279-3173. 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 his 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 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 Division 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. SPECIAL CONDITIONS

### A. Warranty and Warranty Repair Locations

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.

Warranty shall be 100% parts and labor with warranty periods as follows:

Diesel engines two year unlimited miles

Gasoline engines 18 months, 24,000 miles

Allison Transmissions two year unlimited miles

All other transmissions 18 months, 24,000 miles

If a supplier is located outside a 30-mile radius of the Department of Transportation, supplier is required to provide name and location(s) of local facilities authorized to perform warranty repairs to MCPS in their behalf.

### B. Protection of Equipment

The contractor(s) shall take all necessary precautions during the period of service to protect MCPS equipment from damage. The contractor shall repair or replace, at the contractor's expense, any damaged property caused by the contractor, his employees, equipment, and/or sub-contractors.

### C. Damage of Equipment

Any equipment damaged due to repair work shall be the responsibility of the contractor. The contractor shall make the repair(s) and/or replace any equipment if MCPS determines the damages are beyond repair, at no cost to MCPS. An authorized representative of MCPS shall approve or disapprove the repair(s).

The contractor at no cost to MCPS shall replace any major damage or loss items. If replacement of an item is necessary, the contractor shall have five business days, after notification, to provide MCPS with replacement funds. The payment shall be in the form of a cashier's or certified check made payable to Montgomery County Board of Education, and sent to the Department of Transportation, Attention: Fleet Manager.



**D. Labor Reimbursement**

If the contractor cannot perform warranty repair within 72 clock hours on buses and 120 clock hours on all other vehicles, MCPS reserves the right to elect to perform the work or have the work performed by a contractor at \$65.00 per hour using Motors flat rate labor time guide. The contractor shall reimburse MCPS by check made payable to Montgomery County Board of Education and sent to the attention of director of Department of Transportation. The successful contractor(s) are required to deliver the check in five business days, after notification.

**E. Warranty/ Repair Location**

Bidder(s) shall provide a contact name, telephone number; fax number and address(s) of the facility to be used for warranty repair under this contract. This information shall be included with the bid submission.

**F. Material Certification**

MCPS reserves the right to require testing of hardware to insure compliance with specifications and standards when deemed necessary without any cost to MCPS. A laboratory approved or selected by MCPS must perform such certification of compliance.

**G. Ordering/Returns**

Orders will be placed by telephone, electronically, or by fax by authorized representatives of MCPS. The successful Contractor(s) shall be responsible for only accepting orders placed by authorized MCPS staff. Authorized representative information will be provided upon award.

The Contractor(s) shall provide credit for the returns of unused parts during the contract period at a price equal to the current prevailing purchase price of the parts.

**H. Delivery Tickets**

*Orders placed under this contract for delivery or pickup, shall be supported by the contractor sales/delivery ticket, which shall be prepared in triplicate. The delivery ticket shall be itemized and shall contain the following information:*

1. Contractor's name
2. Bid number, purchase order number and/or release authorization
3. Date of purchase
4. Itemized list of supplies furnished
5. Quantity, unit list price and extension of each item sub-total, less any applicable trade discount in accordance with the contract
6. Name of MCPS authorized representative ordering the supplies
7. Name of MCPS unit receiving the supplies
8. Original invoice shall be provided with the delivery ticket

**I. Recycle Materials Requirements**

Work area must be left clean and ready for use after work is completed. The Contractor must remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM – Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The Contractor shall keep track of all trash and recyclable material such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email [John\\_MeyerIII@mcpsmd.org](mailto:John_MeyerIII@mcpsmd.org) that includes the weight, dates and the facility to which each of the materials was taken to be recycled.