

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

**Invitation For Bid #7114.8,
BUS WASH CHEMICALS**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of bus wash chemicals described. Deliveries are to be made to six touch-less/brushless wash systems locations: Clarksburg Depot, 13100 Shawnee Lane, Clarksburg, Maryland 20871; Shady Grove Depot, 16651 Crabbs Branch Way, Rockville, Maryland 20855; Bethesda Depot, 10901 Westlake Drive, Rockville, Maryland 20852; West Farm Depot, 11920 Bournefield Way, Silver Spring, Maryland 20904; Randolph Depot, 1800 Randolph Road, Silver Spring, MD 20902; and Turkey Thicket Depot, 8301 Turkey Thicket Drive, Building B2, Gaithersburg, MD 20879.

B. Delivery

Delivery will be required within 15 days after receipt by the successful bidder(s) 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.

C. Awards

It is the intention to award this contract to the bidder submitting the most favorable unit price 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. The Board reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

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 shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at the existing price, 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 bidder will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is 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 Drive, Suite 3200, Rockville, MD 20850. See General Stipulations XIII.

F. Provision for Price Adjustment

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 Joey Redman, Buyer, Joey.Redman@mcpsmd.org, of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful vendor 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. 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 request for a price increase is approved, a contract amendment will be issued.

G. Samples

Samples may be required subsequent to the bid opening. Samples must be received within three business days of notification. Notification will be made in writing or by telephone. Samples shall be sent to Montgomery County Public Schools, Department of Transportation, Fleet Maintenance Manager, 16651 Crabbs Branch Way, Rockville, Maryland 20855. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Samples shall be of sufficient quantity to allow thorough testing of the product and 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 bidder, item number, 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. (See Article XXIV of the General Stipulations and Instructions to Bidders).

The sample shall be submitted in a half gallon or one-gallon container.

H. Descriptive Literature

When bidding products other than the brand and model specified, bidders are required to furnish with their bid proposal literature properly bound and labeled showing full illustrations and detailed specifications on items bid. The 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. Vendors shall show the manufacturer's code and catalog number of the item offered. **Failure to submit marked descriptive literature may result in automatic disqualification.**

I. Brand Name

Reference to brand name and code or model number in the attached specification is offered as a point of reference in order for bidders to consider style, size, weight, and similar characteristics. The use of the brand name should not be interpreted as the exclusive brand desired.

In the brand column state the brand name, code or model number being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

If the item specification shows a code or model that has been discontinued, the bidder shall so state and indicate the current code or model number.

J. Interpretation of Specifications

The commodity listed is specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand specified.

K. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions and/or specification shall list such and explain fully on a separate sheet submitted with its bid. The absence of such 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.

L. Quotations

No bidder will be allowed to offer more than one price even though it may feel that it has two or more types of styles that will meet the specification. Bidders must determine for themselves which to offer. If said bidder submits more than one price, all prices shall be rejected. However, this stipulation does not preclude the offering of a new product that does not meet the specification, in every respect, from being offered as a new item on 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.

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.

M. Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

N. Quantities

Quantities in this request are based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. However, MCPS shall not be obligated to purchase any specific quantity. Orders will be placed from time to time throughout the contract term for delivery to individual depot locations.

O. 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 & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			
Email Address: _____			
2. _____			
Email Address: _____			
3. _____			
Email Address: _____			

P. Award Criteria

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

Q. Asbestos Free Materials

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 first lot delivery 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>.

R. 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.

S. 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 and/or 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.

T. 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 bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> and Procurement@mcpsmd.org or contact Jo Redman, Buyer, in the Department of Procurement 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 the bid being deemed non-responsive.

U. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Joey Redman, Buyer, Montgomery County Public Schools, Department of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, 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/>

V. **Submission of Bids**

Bid must be submitted in a sealed envelope to Department 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.

W. **Internship Program**

MCPS has introduced a new program geared to offer our scholars the opportunity to gain experience with employers before they leave high school by participating in programs such as apprenticeship, internship, site-based work experience and other available programs.

If awarded for the subject bid my company will be interested and willing to offer an MCPS student this opportunity.

If so would you please open the below link and fill out the google sheet, if you are not able to participate please respond to this email at your earliest convenience.

<https://www.montgomeryschoolsmd.org/departments/work-based-learning/employers/>

A negative reply will not adversely affect consideration of your contract.

Yes, I am interested _____

No, I am unable to participate _____

X. **Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities** (Not Applicable)

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 Division of Safety and Emergency Management, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 240-740-8091. 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. Performance

1. The successful bidder is responsible for the performance of the bus wash chemicals. Should the chemical not perform as per specifications during the contract term, the bidder shall, at their own expense, modify, add and/or alter the chemical supplied until the performance is satisfactory to MCPS.
2. After rinsing, there shall be no appreciable spotting, streaking film or residue remaining on the cleaned surfaces of the vehicles.
3. The chemical supplied shall be able to satisfactorily wash MCPS vehicles. The vehicle wash with the proposed chemical shall be able to remove all visible heavy dirt accumulation and road film from the MCPS vehicles when driven through the washer at 1.0 mile per hour, using only alkaline detergents.
4. The vendor shall deliver the product in bulk form and dispense into pre-existing tanks or drums at each site as required.

B. Chemicals

1. The chemical form shall be a water-soluble, alkaline cleaner to be purchased in the form of a concentrated liquid. The cleaning compound shall be primarily used for removing light oils, road films and other soils present on painted (ferrous and non-ferrous) vehicle surfaces. The cleaning compound shall have no adverse effect on the health of MCPS personnel, on vehicles or on wash bay equipment when used for its intended purpose in accordance with usage procedures.
2. The amount of detergent used per vehicle to remove road film shall not exceed 0.2 gallons. The test of the system's capability to remove road film shall be determined only after the vehicles have completely dried after the washing has been completed.

C. Hazardous and Toxic Substances and Material Safety Data Sheets

Manufacturers and distributors are required by the "Federal Hazard Communication Standard" (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. Deliveries to MCPS must comply with these requirements. All bidders are required to submit Material Safety Data Sheets for each item as applicable. Failure to submit Material Safety Data Sheets, as required, may be considered cause for cancellation and award to the next lowest bidder.

Data sheets for each product are to be submitted with packing slip on each delivery. Compliance on this requirement as required by law, rest solely with the bidder.