

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Invitation For Bid #7118.10  
Heavy Equipment, Tractor and Mower Parts**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of heavy equipment, tractor and mower parts. This is a requirement type contract based on a discount percentage off original manufacturer's parts list. Deliveries are to be made to MCPS Maintenance Division, 8301 Turkey Thicket Drive, Gaithersburg, MD 20879 or other MCPS Maintenance facilities located throughout, Montgomery County, Maryland.

**B. Delivery**

Delivery shall be required within five calendar days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management, or an order placed by an authorized user with the MCPS Purchasing Card. There may be instances when delivery shall be required in less time. If the successful vendor cannot provide the item(s) within the time required, MCPS reserves the right to purchase from other sources. See Paragraph P. Emergency Purchases.

MCPS reserves the right to pick up orders from a successful vendor's place of business if MCPS deems it necessary. However, in instances of MCPS pickup, the successful vendor shall release the materials only to an Authorized MCPS Representative.

**C. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable percent discount 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 they 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 of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland.

Awards on percentage off discounts are based on the lowest net cost as determined by the percentage off discount from the manufacturer's price list or dealer's price sheets submitted with the bid. Bidders that do not submit price list/catalog prices may not be considered for award.

**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 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) 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**

The unit price quoted herein is subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for award, however, shall be made based on the original bid submission only.

Reduction of discounts offered shall not be considered the entire contract term; Contractor must provide an update price list to apply the discount to current prices.

Price increases 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 and submit current catalogs. 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.

**F. Brand Names**

The manufacturer names in the attached specifications are the exclusive manufacturer's parts desired and substitutions shall not be considered at this time. Only original equipment manufacturer's parts (OEM) shall be supplied. All parts supplied shall be new and previously unused; slightly used or returned parts shall not be accepted.

The exclusive manufacturer's parts are necessary for repairs to existing equipment. Other options will be considered and evaluated by MCPS, if requested. Requests shall be made in writing to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, MD 20850. If the evaluation is satisfactory, it will be included on future bids.

**G. 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 the 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.

**H. Quotations**

Discounts shall be one fixed number. No bidder will be allowed to offer more than one fixed-discount for each item. Bidders must determine for themselves what discount to offer. If said bidder should submit more than one discount on any item, all discounts for that item will be rejected.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a discount for each item bid upon. Any bid in which the bidder names a total discount for all items without quoting a discount for each and every separate item may be considered informal.

**I. 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 locations.

**J. Price Lists**

Bidders are required to submit with their bid response 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 preferred for evaluation purposes to determine lowest cost to MCPS. Price listing on disk is acceptable throughout the term of the contract for ordering purposes and price updates. New catalogs/disks shall be provided to the Division of Maintenance as updated by the Manufacturer.

The cover of the price list shall contain:

1. Bidder's name, address, and telephone number
2. Bid number
3. Bid opening date

**K. Qualification of Bidders**

Bidders are required to furnish satisfactory evidence that they are authorized dealers for 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.

**L. Delivery Tickets**

The successful bidder(s) shall provide, at the time of delivery or pickup, a sale/delivery ticket that shall be prepared by the bidder. The sale/delivery ticket shall contain the following information:

1. Name of vendor
2. Purchase order number

3. Date of purchase
4. Itemized list of supplies furnished
5. Quantity, unit list price and extension of each item, and total less any applicable trade discount in accordance with the contract
6. Name of authorized representative ordering the supplies
7. Name of location receiving the supplies

#### **M. Invoicing**

All invoices shall be in duplicate and must be included with each delivery or submitted to the Division of Maintenance no later than seven days of shipment. The invoice shall contain the applicable purchase order/release number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** The Division of Maintenance staff will then forward the invoice to the Division of Controller for payment if not already paid by using the MCPS purchasing card. MCPS no longer process check payments. To avoid payment delays all bidders that accepts Master Card are strongly encouraged to sign up to receive (Single Use Accounts SUA payments. For bidders that do not accept MasterCard, the Automated Clearing House (ACH) electronic payments is also available. To obtain more information email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

Invoices shall be sent to:

Facilities Maintenance Depot  
8301 Turkey Thicket Drive,  
Bldg A First floor  
Gaithersburg, MD 20879

MCPS will not be responsible for late payments of invoices if the above instructions are not follow.

#### **N. Items Returned for Credit**

MCPS reserves the right to return unused items in their original packaging to the vendor from which they were purchased. The successful vendor shall issue a credit for the return of unused parts during the contract period at a price equal to the original purchase price for these same parts. Documentation of this credit shall be reflected on the next logical invoice sent for payment. Restocking, return pick up or any fees that may be charged for return of items shall not be considered.

#### **O. General Warranty**

The bidder(s) warrant items delivered to be original equipment manufacturer's parts of highest quality and free from defects in workmanship or materials. The bidder(s) agree that any replacement and/or adjustment made necessary due to such defects shall be made promptly without any cost and to the satisfaction of MCPS.

#### **P. Emergency Purchases**

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

**Q. Special Conditions**

1. Audit Provisions - MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments - Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except expressly authorized by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

**R. 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>
1. _____			
Email: _____			
2. _____			
Email: _____			
3. _____			
Email: _____			

**S. eMaryland Marketplace (eMMA)**

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/page.aspx> 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.

#### **T. 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 Bid Calendar on the MCPS website at [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/) or to contact the Procurement Unit by email at [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 a bid being deemed non-responsive.

#### **U. Award Criteria**

1. Conformance to specifications
2. Ability to perform
3. Discount
4. Delivery Time
5. Past performance

#### **V. Submission of Bids**

One original and one copy of the manufacturer's parts list for each brand being bid. The cover of the manufacturer's price list shall be clearly marked with the company name and bid number. Bidders may wish to reproduce and retain an additional copy.

Bidder shall be an authorized distributor of the equipment/parts offered.

#### **W. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities N/A**

Beginning July 1, 2015, 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 § 5-561 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 Procurement Unit 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.

#### **X. Multi-Agency Participation**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local and state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

**Y. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173 or via email at [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) or [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@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. Vendor 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/>