

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Rm 3100
Rockville, Maryland**

**Invitation For Bid #7121.7/LB
Asbestos Abatement and Indoor Air Quality Equipment and Supplies**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of asbestos abatement and indoor air quality supplies and equipment described. Deliveries are to be made to Montgomery County Public Schools (MCPS), Division of Maintenance, 8301 Turkey Thicket Dr. Bldg. A, 1st Floor, Gaithersburg, MD 20879 or as stated on individual purchase orders.

B. Delivery

Delivery will be required within fifteen 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 representative utilizing the MCPS purchasing card.

MCPS requires that delivery be made at destination within the shortest time frame possible. Bidders must submit a definitive time frame, in days, on the pricing schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as “promptly, stock, without delay”, etc will not be given consideration. If amount of days for delivery are not specified on the line items delivery will be expected within the fifteen days ARO as specified.

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 and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to one successful bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. Contractor is expected to keep stock of items of the product line they are offering. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to 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 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 current term. 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 extension is approved by the Board a contract amendment will be issued.

E. Invoicing

All invoices shall be submitted in duplicate and must be included with each delivery. 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 Comptroller for payment processing. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments and Single Use Accounts (SUA) payments. Payment inquiries of pending invoices after award and/or to obtain more information on ACH or SUA requirements email 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, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein is 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 Procurement Unit 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 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. 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.

G. Descriptive Literature

Bidders are required to furnish with their bid proposal literature properly bound and labeled showing full illustrations and details on items other than as specified in the description on the item specifications. The literature and specifications are to be arranged and labeled according to item sequence. The literature shall be clearly marked with the Company Name and Address, Bid Number and Item Number. The manufacturers code and catalog number of each item offered shall be clearly marked. Awards for this contract may be based on information provided by this literature. **Failure to submit marked descriptive literature may result in automatic disqualification of the bidder's offer on that item.**

H. Samples

Samples 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 and shall be forwarded to the Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, MD 20850. 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).

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

I. Brand Names

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

In the brand column state the brand name, code or model number on each item 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 an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

J. Interpretation of Specifications

The commodities in the attached list are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards as per the brand specified.

K. 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.

L. Quotations

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder 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 which do not meet specifications in every respect from being offered as a separate item for consideration 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.

A bidder 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 bidder 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 period.

M. Quantities

Quantities in this request are estimated based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations therefor 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.

N. Emergency Purchases

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

O. 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.

P. 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.

Q. Bidder Qualification

Bidders are required to furnish evidence that they are authorized dealers for the manufacturers of the items listed, or regularly engaged in providing the services on which they are submitting a bid response in both cases they must maintain a regularly established place of business.

R. Sex Offender/Bidder Obligation

- a. Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. 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 \$5,000

fine. It is your responsibility to provide a letter of assurance to MCPS with your bid response that your workforce is in compliance with Sections 11-722© and 11-722(d) of the Criminal Procedures Article, Annotated Code of Maryland.

- b. Each Contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term “Work-force” is intended to refer to all of the contractor’s direct employees and subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

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/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.

T. 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 www.eMarylandMarketplace.com, 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.

U. Errata/Addenda

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder’s responsibility to contact the Procurement Unit via email procurement@mcpsmd.org, or Laly A Bowers@mcpsmd.org, check the event calendar or open solicitations on the MCPS procurement webpage <http://www.montgomeryschoolsmd.org/departments/procurement/> 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.

V. 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 then the bid may not be considered.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
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1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

W. Award Criteria

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

X. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly A. Bowers, CPPB, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, 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 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 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/>