

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

**Invitation For Bid # 9142.3, Large Commercial Kitchen Equipment**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**A. Intent**

The specifications contained herein are intended to cover percentage off manufacturer's list price for the furnishing, delivery and installation of large commercial kitchen equipment. As needs arise awarded contractors will be requested to provide a quote. Deliveries are to be made to various Montgomery County Public Schools (MCPS) located within Montgomery County, Maryland.

**B. Delivery**

Delivery will be required within 30 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the MCPS Department of Materials Management.

Deliveries shall be accepted between 7:30 a.m. and 2:00 p.m., Monday through Friday, except on school holidays or emergency closings. All deliveries shall be scheduled in advance at least 24 hours prior to delivery by contacting the MCPS onsite representative, which shall be indicated on the purchase order.

**C. Awards**

Vendor(s) awarded must be factory authorized dealers for the equipment bid. Successful vendor(s) shall be required to provide on-site warranty service and repair. Third party warranty/repair service shall not be considered.

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 MCPS 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 (1) successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the MCPS Board reserves the right to make awards according to the best interests of the MCPS Board of Education of Montgomery County, Maryland. MCPS reserves the right to add or delete items as required throughout the course of the contract.

**D. Contract Term**

The term of contract shall be for one (1) 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 (3) one-year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten (10) 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**

Prior to award, discounts quoted herein are subject to price adjustment upward 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 discounts 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 Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Decreases in percentage off discounts shall not be considered for the first 180 days of the contract. Thereafter the successful vendor must submit a written request for price relief. The request for a decrease in percentage off discount 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 decrease in the percentage off discount shall be honored at the original contract price.

**F. 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.

**G. Quotations**

No bidder will be allowed to offer more than one (1) discount on each item. If said bidder should submit more than one (1) 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 on each item bid upon. Any bid in which the bidder names a total discount for all the articles without quoting a discount on each and every separate item may be considered informal.

**H. Price Lists**

This contract will be awarded on the basis of a discount percent off factory retail price list. Discounts must be stated as a single percentage for each item offered. Bidders not offering a single percentage discount off the factory retail price for these items will be declared non-responsive. Bidders shall furnish two (2) copies of the current manufacturer's price sheets that shall become a part of the contract. If the price list shows more than one price, the successful vendor shall clearly mark the column that represents their bid. The cover of the price list shall contain:

1. Vendor's names, address, and telephone number
2. Bid number
3. Bid opening date

**I. Installation**

The vendor shall deliver, uncrate, install and set up and place the equipment in the designated area indicated by MCPS. Vendor shall test the equipment to ensure that it is working properly. It is the responsibility of the vendor to remove boxes and packing materials from the MCPS site and dispose of the debris in an environmentally safe manner. At no time shall these materials interfere with the free movement of students and staff.

Delivery and installation shall be coordinated with the MCPS contact names on the purchase order. All work shall be accomplished by skilled personnel in a neat and orderly manner and shall be representative of the highest quality of workmanship.

The vendor shall take all necessary precautions during the period of installation and/or service to protect existing MCPS facilities from damage by workmen and shall repair or replace at their own expense any damages caused by their employees.

**J. Acceptance Period**

MCPS requires a 30 calendar day performance period after installation is declared complete before acceptance of the equipment from the vendor. Installation is complete when the designated onsite MCPS contact person agrees that all vendor required work is complete and

the equipment is working properly. Any equipment that is deemed defective by MCPS shall be repaired or replaced by the vendor according to the warranty terms and conditions within the required time frame.

#### **K. Warranty and Guarantees**

The vendor warrants the items delivered to be factory new, and to be of the highest quality complying with specifications and free from all defects whatsoever in workmanship and materials. Equipment with defects discovered at the time of installation shall be immediately replaced within three business days with defect free equipment. The vendor 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. The successful vendor(s) shall provide a minimum one (1) year on-site warranty, or longer if offered as a standard by the manufacturer. Effective date of the warranty shall be the day MCPS places the unit in service and deems it satisfactory. A copy of the warranty proposal shall be included with the bid at opening time, as well as documentation that the vendor is a factory-authorized dealer.

The successful vendor, at no additional expense to MCPS, shall provide servicing of equipment under warranty. Services shall include, but not be limited to providing parts and transportation of equipment for repair and/or adjustment under the warranty requirements. Under no circumstances shall labor and travel time be billed.

Vendors shall acknowledge a service call or written notification from MCPS within 24 clock hours. The vendor shall have seven (7) business days to complete the repair and return the equipment, if taken off site. If the repair cannot be completed in the specified time due to circumstances beyond the vendor's control, a comparable loaner unit shall be provided, if deemed necessary by MCPS. The loaner unit shall be provided no later than the eighth (8<sup>th</sup>) business day. If the vendor fails to provide a loaner unit, MCPS shall assess the successful vendor a penalty of \$25.00 per day per piece of equipment for each calendar day beyond the time stated. This shall include Saturdays, Sundays and legal holidays. Penalty charges may be deducted and retained out of any monies due the vendor.

Repair parts available only from the manufacturer and required by MCPS for maintenance outside warranty shall be available within 30 days after receipt of a purchase order issued and signed by the director of the MCPS Department of Materials Management. Shipping charges shall not be assessed to MCPS.

#### **L. Customer References**

Bidders are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) current customers for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

**L. Customer References (cont.)**

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
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1. \_\_\_\_\_

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

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

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

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

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

**M. Award Criteria**

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

**N. 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 vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact Saudy Espinal De Veloz, Buyer II, [Saudy\\_EspinalDeVeloz@mcpsmd.org](mailto:Saudy_EspinalDeVeloz@mcpsmd.org) in the MCPS Division of Procurement at 240-740-7537 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.

**O. Submission of Bids**

**One original and one copy of the bid is requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.**

**P. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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 at any fingerprinting agency approved by the State of Maryland. 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 Systemwide Safety and Emergency

Management, 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.

**Q. eMaryland Marketplace Advantage**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace 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.

**R. Multi-Agency Participation**

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



**S. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Saudy Espinal De Veloz, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, or [Saudy\\_EspinalDeVeloz@mcpsmd.org](mailto:Saudy_EspinalDeVeloz@mcpsmd.org) , or by telephone at 240-740-7587. 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 [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/)