

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

**Invitation for Bid 9426.5
Vehicles Oil Changing Services**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

It is the intent of these specifications to obtain a fixed price rate from qualified vendors to provide oil change services to the Montgomery County Public Schools (MCPS) fleet of vehicles. Vehicles are located at different transportation depots and locations, throughout Montgomery County, Maryland. Vehicles will be taken by authorized MCPS staff to the contractor location for service. Regular service includes oil change, filter replacement, topping off all fluids and any other services covered in vehicles' regular maintenance service.

B. Delivery

Orders will be requested by telephone, or electronically by authorized representatives of MCPS staff from different Departments/Division. The successful bidder will be responsible for servicing only authorized MCPS vehicles. Authorized representative information will be provided upon award. Ordering will be made through purchase orders or through the use of the MCPS purchasing card.

Upon completion of the regular services the contractor shall provide the driver in writing a detail of work completed and any issues or needs for additional services. Used parts shall be returned to the driver of the vehicle being serviced. Vehicles' information and staff authorized to request these services will be provided upon approval by the Board of Education.

C. Awards

It is the intention to award this contract to the bidder 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. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education (BOE) of Montgomery County, Maryland. **Awards are contingent upon availability of funds.**

D. Contract Term

The term of contract shall be for one year as stipulated in the bid document. 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. If the contract is extended a contract amendment will be issued.

E. Invoicing

1. All invoices must be included with each service. The invoice shall contain the applicable order number and name of the authorized representative and depot receiving the services. **All invoices shall be numbered.** The issuing department will forward the invoice to the Division of Controller for payment authorization. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments. To obtain more information email accountspayable@mcpsmd.org
2. 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. Contact information will be provided upon approval by the BOE.
3. Vendor is required to have the vehicle number and the work order number on all the invoices. If truck number not clearly marked, ask driver for the registration card to obtain the truck number.
4. Pricing should be clear on the invoice to represent the quantity, item number, description of item/service; MCPS price each and extended price.

Contractors are required to follow the above procedures to ensure proper and timely process of invoices. This will enable MCPS to expedite payments.

F. 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.

Subsequent to award, the unit price on equipment 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 Division of Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor rate and on equipment will 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 price increase on the supplies shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful vendors.

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.

G. Interpretation of Specifications

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

H. Quantities

MCPS shall not be obligated to purchase any specific quantity. Quantities in this request are subject to change and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

I. 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 have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your quote may not be considered.

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

J. Evidence of Insurance

See Article XXI of the General Stipulations and Instruction to Bidders. The successful contractor shall submit an actual certificate of insurance made in favor of MCPS within five working days after an award of contract. The Division of Procurement, Montgomery County Board of Education shall be the insurance certificate holder. Sixty days written notice of cancellation or material change in any of the policies is required.

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 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. Award Criteria

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

M. 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.

N. 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 response.

O. 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/> or contact Rebecca Williams, Buyer in the Division of Procurement at Rebecca_V_Williams@mcpsmd.org or 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.

P. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, Rebecca_V_Williams@mcpsmd.org, or Procurement@mcpsmd.org. Questions shall 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/>

Q. Additional Services

1. If service is being recommended and not on the item specification sheet, please contact Mike Mowell (240-740-6233) or Dave Dalton (240-740-6062) before servicing.
2. Successful bidder will be responsible to service MCPS vehicles in a timely fashion. Regular service will consist of Mobile 1 synthetic oil, oil filter, lube chassis and top off fluids.
3. At longer intervals per MCPS request contractor will provide fuel filter, air filter, tire rotation, etc.

R. 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.

S. Protection of Vehicles

The contractor(s) shall take all necessary precautions during the period of service to protect MCPS vehicles 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 subcontractors.

T. Failure to Perform

MCPS reserves the right to cancel this contract within thirty days should the contractor fail to comply with the terms and conditions cited herein.

U. MCPS Acceptable Filters

A25257, A2548, A26067, A2771, A2780, A2785, A2786, A2884, A2893, A2956, A3054, A3076, A3095, A3128, A3138, A3144, A3173, A3216, A3218, A3245, A3373, A34475, A34715, A34717, A34721, A34799, A34809, A34839, A34852, A34877, A34878, A34879, A34886, A34995, A35050, A35108, A35150, A35155, A35192, A35219, A35227, A35244, A35252, A35265, A35267, A3559, A3588, A3589, A3591, A3594, A3595, A3598, A3601, A3660, A3717, A3814, A3895, A3896, A3897, A3903, A3904, A3905, A3906, A3916, A3924, A3936, A3938, A3956, A3958, A3959, A3960, A3965, A3966, A3974, A3975, A3977, A3978, A3982, A3983, A3984, A3991, A3992, A3993, A3996, A3997, A3998, A3999, A4, A4000, A4001, A4002, A4003, A4004, A4007, A4008, A4009, A4010, A4011, A4012, A4015, A4016, A4017, A4019, A4020, A4021, A4022, A4023, A4025, A4027, A4028, A4029, A4030, A4031, A4032, A4033, A4034, A4035, A4037, A4038, A4043, A4044, A4045, A4046, A4048, A4049, A4051, A4052, A4055, A4059, A4061, A4062, A4063, A4065, A4067, A4297, A4303, A4342, A43558, A4361, A4372, A4375, A4378, A4379, A44646, A4468, A44727, A4479, A44808, A4487, A4490, A45090, A45105, A45206, A4601, A4632, A4633, A4645, A4648, A4649, A4650, A4669, A4680, A4690, A47039, A4712, A4722, A4731, A4832, A4897, A5056, A5058, A5186, A5187, A5192, A5196, A5201, A5206, A5210, A5211, A5220, A5222, A5223, A5848, A5857, A5980, A6151, A6900, A6904, A7905, A7937, A7938, A7943, A7944, A7946, A7949, A7953, A7954, A7958, A7959, A7964, A7965, A7968, A7971, A7974, A7975, A7976, A7978, A7981, A7982, A7984, A7985, A7987, A7990, A7991, A7992, A7998, A7999, A81519, A81680, A8248, A8777, A9007, A9010, A9096, A9098, A91

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (Not Applicable)

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 § 5-551 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 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.