

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

**Invitation for Bid #9460.1
Automotive Motor Oils, Lubricants, Greases and Related Items**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to provide a percentage-off discount on the cost of Automotive Motor Oils, Lubricants, Greases and Related Items necessary for the automotive shop equipment for Montgomery County Public Schools (MCPS), Department of Transportation. Equipment is housed at five depots locations within Montgomery County, Maryland.

B. Delivery

Delivery shall be required within five 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 using the MCPS Purchasing Card.

Due to limited resources and the necessity for immediate results, delivery and service may be required in less than five business days. MCPS reserves the right to purchase from a ready source to supply emergency repairs and parts when the awarded bidder cannot meet MCPS' needs. Refer to Paragraph Q. Emergency Purchases.

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 the quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should 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 reserves the right to make awards according to the best interests 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.

Bidders shall be awarded based on the evaluation of the data submitted with their bid, with consideration being given to any previous performance for the 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. Therefore, bidders are advised to include any and all information needed to

make a proper evaluation. 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 provided by any of the awarded suppliers.

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 five additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) prior to the expiration of the original contract. The bidder(s) shall 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

Unit prices quoted herein are subject to the 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 submission only.

Subsequent to award, the unit prices quoted are subject to price adjustment upward or downward in accordance with increase or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of Materials Management 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.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If the price increase is accepted, a contract amendment will be issued. Any services requested prior to a request for a price increase 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. Quantities

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

MCPS reserves the right to obtain services in the open market.

H. 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: _____			

I. Estimated Usage

The annual usages specified herein are estimates based upon prior repair requirements. MCPS shall not be obligated to purchase any specific amount.

MCPS reserves the right to add and/or delete items during the contract term.

J. Inspection

Prior to award and any time during the contract, MCPS reserves the right to inspect the bidders' equipment and the premises during normal working hours. MCPS also reserves the right to inspect the items in progress at any time during the normal working hours after award. Any discrepancies found during or after required service shall be immediately corrected to the satisfaction of MCPS, at no charge, by the bidder.

K. Equipment Locations

The following is a listing of the depot locations where the shop equipment is located:

Bethesda Transportation
10901 Westlake Drive
Rockville, MD 20853

Clarksburg Transportation
13100 Shawnee Lane
Clarksburg, MD 20871

Randolph Transportation
1800 Randolph Road
Silver Spring, MD 2002

Shady Grove Transportation
16651 Crabbs Branch Way
Rockville, MD 20855

West Farm Transportation
11920 Bournfield Way
Silver Spring, MD 20904

During the contract term, MCPS shall have the right to add or delete facilities to be served as may be considered necessary or desirable. In the event facilities are added during the contract term, the pricing shall remain unchanged for the new location(s). MCPS will issue a contract amendment when a new destination facility is added. Any added facilities will be located within Montgomery County, Maryland.

L. Protection of Equipment

The successful bidders shall take all necessary precautions during the period of service and/or transportation to protect MCPS equipment from damage. The bidder shall repair or replace, at the bidder's own expense, any damaged property caused by the bidder, bidder's employees, equipment, and/or subcontractors.

M. Price Lists

Bidders are required to submit with their bid proposal two copies of the price list(s) 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, but catalogs/price sheets are required for evaluation purposes to determine lowest cost to MCPS. New catalogs/disks shall be provided to the Department of Transportation as updated by the Manufacturer.

Changes on the percent off offered will not be considered. Bidders must submit new catalogs to apply discount offered on original bid submission.

N. Invoices

The successful bidders shall provide an invoice in duplicate for each piece of equipment serviced. The invoice shall include a description of the item and the date performed.

Bidders are required to submit a sample of the invoice to be used in performance of this contract with their bid response.

O. Emergency Purchases

Some repairs and/or parts are considered critical for operation. There may be instances when the Department of Transportation shall require immediate service or delivery. Therefore, bidders shall state their ability and commitment to provide within the time frame required by MCPS. **MCPS reserves the right to make emergency purchases from other sources should the awarded bidder(s) be unable to meet the emergency demand.**

P. Asbestos Free Materials

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

Q. eMaryland Marketplaceadvantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emaryland.buyspeed.com/bs/> 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. 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 Event Calendar on the MCPS website at www.montgomeryschoolsmd.org/departments/procurement/ or to contact the Buyer Laly Bowers at 301-279-3637, by email at [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@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.

T. Award Criteria

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

U. Inquiries

Inquiries regarding this solicitation must be submitted in writing to: Mrs. Laly Bowers, CPPB, Buyer II, 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 web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

V. **Bidder's Facility**

Successful bidder's facility must be located within 100 miles of Montgomery County. List the address(s) of the service facility(s) to be used for items under this contract. All disposal of liquid waste shall be in accordance with Current County, State and Federal laws and regulations. Successful bidders shall defend and indemnify MCPS harmless for any and all actions of the bidders relating to waste disposal. See also Paragraph XX., Indemnity under General Stipulations and Instructions to Bidders.

W. **Bidders 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 Bidder 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 Bidders 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 Bidder is responsible for implementing the background check process. An individual in the Bidder'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 Bidder certifies to MCPS that the individual has received training and/or reviewed

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informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees;
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.