

MONTGOMERY COUNTY PUBLIC SCHOOLS
Department of Materials Management
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Invitation for Bid #9463.1,
Commercial Kitchen Equipment Repair Parts

GENERAL CONDITIONS AND SPECIFICATIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of commercial kitchen equipment repair parts for the Montgomery County Public Schools, (MCPS), Division of Maintenance and Operations corresponding depots. MCPS reserves the right to pick up orders from a successful vendor's place of business, if MCPS deems it necessary. In those instances, the successful vendor shall only release the materials to the designated representative of MCPS who is authorized to pick up orders.

B. Delivery

Delivery will be required within 10 business days, after receipt of request. Requests will be placed against a blanket purchase order issued to successful vendor(s), or by using the MCPS purchasing card. If the successful vendor cannot provide the item(s) within the time required, MCPS reserves the right to purchase from other sources.

The majority of deliveries shall be made to the following locations:

Division of Maintenance
8301 Turkey Thicket Drive
Building A, First Floor
Gaithersburg, MD 20879

Bethesda Maintenance Depot
10901 Westlake Drive
Rockville, MD 20852

Clarksburg Maintenance Depot
13100 Shawnee Lane
Clarksburg, MD 20734

Randolph Maintenance Depot
1801 Old Randolph Road
Silver Spring, MD 20902

Deliveries shall be accepted between 6:00 a.m. and 12 noon, Monday through Friday. The successful bidder(s) shall schedule their deliveries accordingly. MCPS shall not be responsible for any charges, i.e. freight charges, etc. when shipments are refused if received other than the time frames specified.

In emergency situations, MCPS reserves the right to make purchases from other sources if none of the awarded vendor(s) are able to furnish the item in need within the required time frame.

C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable percentage off discounts on 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 discount 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. 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 three additional one-year 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) will have 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

Reduction of percent 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 contract price.

It is the supplier responsibility to provide updated price lists/catalogs with current pricing to apply the percent discount offered.

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. 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 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:

H. Quotations

No bidder will be allowed to offer more than one discount on each item. 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 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.

I. Estimated Annual Usage

The estimated annual usage dollar amounts indicated on the individual item specifications are estimates based upon prior requirements. MCPS does not guarantee that a similar amount will be purchased during the contract term. The estimates are subject to change and are dependent upon budgetary limitations. MCPS shall not be obligated to purchase any specified amount.

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

K. 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.

L. Delivery Tickets

Orders placed under this contract for delivery or pickup shall be supported by the successful vendor's sales/delivery. The delivery ticket shall contain the following information:

1. Contractor's name
2. Purchase order number or release authorization
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

M. Items Returned for Credit

The successful vendor shall issue credit for the return of unused parts during the contract period at a price equal to the original purchase price for these same parts. Restocking, return pick up or returning fees shall not be considered.

N. Invoicing

All invoices shall be in duplicate and must be included with each delivery. The invoice shall contain the applicable purchase order number and name of the authorized representative and depot receiving the supplies. The Division of Maintenance will then forward the invoice to the MCPS Division of Controller for payment.

The invoice shall be forwarded to the address below for approval:

Montgomery County Public Schools
Attn: Accounts Payable
Division of Maintenance
8301 Turkey Thicket Dr.
Building A, First Floor
Gaithersburg, MD 20879

O. General 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 with no cost and to the satisfaction of MCPS.

P. eMaryland Marketplace Advantage

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://emma.maryland.gov/page.aspx/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

Q. Submission of Bids

One original and one copy of the bid are required. 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.

R. Award Criteria

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

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 MCPS website www.montgomeryschoolsmd.org/departments/procurement/ under "Event Calendar" or contact Laly Bowers in the Procurement Unit 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. 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, faxed to 301-279-3173, or e-mailed to [Laly S Bowers@mcpsmd.org](mailto:Laly_S_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 www.montgomeryschoolsmd.org/departments/procurement/

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

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 any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal background checks. A list of Maryland State approved fingerprinting agencies can be found on the Procurement Unit website at <https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>

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.