



MONTGOMERY COUNTY PUBLIC SCHOOLS
MARYLAND
www.montgomeryschoolsmd.org

February 10, 2016



Subject: Bid No. 4035.6, HVAC/ Refrigeration Equipment and Parts

This is Amendment Number 2

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract, through February 10, 2017. All other terms and conditions remain the same.

Supplier(s): See attached Summary of Contracts

COMMENTS: This is the first of three one-year options to extend.

REFER QUESTIONS TO: Laly Bowers, CPPB, Buyer, 301-279-3637

Approved: Barbara Regalia
Barbara Regalia, CPPB, Team Leader, Procurement Unit

BR:lab

Distribution: Supplier(s); Bid File

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

Bid 4035.6, HVAC/Refrigeration Equipment and Parts

Approval Copy

ACTION

Office of the Superintendent of Schools
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

February 10, 2015

APPROVED BY BOARD

Kathleen C. Loya

MEMORANDUM

To: Members of the Board of Education
From: Joshua P. Starr, Superintendent of Schools
Subject: Contract Approval for Bid No. 4035.6, HVAC/Refrigeration Equipment and Parts

This is the annual contract for the purchase of Heating, Ventilation, and Air Conditioning refrigeration equipment and parts. It is recommended that the Board of Education approves this contract for one year through February 10, 2016. The contract allows for three one-year extensions.

WHEREAS, Funds have been budgeted for the purchase of Heating, Ventilation, and Air Conditioning refrigeration equipment and parts through Bid No. 4035.6; now therefore be it

Resolved, That having been duly advertised, the following contracts will be awarded to the low bidders meeting specifications as follows:

4035.6	HVAC/Refrigeration Equipment and Parts	
	<u>Awardees</u>	
	Aireco Supply, Inc.	\$ 63,000
	Applied Industrial Technologies, Inc.	5,000
	Associated Controls, Inc.*	255,000
	Boland Trane Services, Inc.	350,000
	Capital Compressor, Inc.	50,000
	Chesapeake Systems, LLC	50,000
	Ferguson Enterprises, Inc.	205,000
	Havtech Parts Division, LLC	140,000
	H.M. Sweeney Company	150,000
	United Refrigeration, Inc.	448,000
	WRT Corporation	<u>260,000</u>
	Total	\$1,976,000

* Denotes Minority-, Female-, or Disabled-owned Business

Summary of Contracts

03/03/2015

HVAC / Refrigeration Equipment and Parts

Bid No: 4035

Cycle No: 6

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90620

Term of Contract: 02/10/2015 To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Group #	Item #	Description	Unit	Unit Price	Brand	Model	Vendor Name
	3537	ALCO	Percent	60.00			HM SWEENEY CO
	3538	AMERICAN AIR FILTER	Percent	65.00			FERGUSON ENTERPRISES INC
	3541	BALLY	Percent	37.00			UNITED REFRIGERATION INC
	3542	INVENSYS	Percent	67.00			ASSOCIATED CONTROLS INC
	3547	CARRIER	Percent	31.00		NO BID ON EQUIPMENT	WRT CORPORATION T/A RPC, INC
	3550	COPELAND ONLY ORIGINAL MANUFACTURED OR REBUILT BY COPELAND WILL BE ACCEPTED	Percent	58.00		COMPRESSORS PARTS 30% - EQUIPMENT 60%	UNITED REFRIGERATION INC
	3553	FLUKE	Percent	50.00			UNITED REFRIGERATION INC
	3554	G.E. MOTORS	Percent	60.00			HM SWEENEY CO
	3555	HARRIS	Percent	63.00			HM SWEENEY CO
	3556	ARCOAIR	Percent	50.00			UNITED REFRIGERATION INC
	3559	HONEYWELL PARTS, & ASSEMBLIES, ALL CATALOG PNEUMATIC CONTROLS & CATALOG PNEUMATIC PARTS	Percent	69.00			ASSOCIATED CONTROLS INC
	3560	J.B. INDUSTRIES	Percent	50.00			UNITED REFRIGERATION INC
	3561	JOHNSON CONTROLS PARTS, & ASSEMBLIES, PNEUMATIC CONTROLS & PNEUMATIC PARTS	Percent	64.00			ASSOCIATED CONTROLS INC
	3566	SIEMENS	Percent	71.00			ASSOCIATED CONTROLS INC
	3569	MARS	Percent	65.00			FERGUSON ENTERPRISES INC

Summary of Contracts

03/03/2015

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HVAC / Refrigeration Equipment and Parts Bid No: 4035 Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Group #	Item #	Description	Unit	Unit Price	Brand	Model	Vendor Name
	3571	MCQUAY	Perct	35.00			HAVTECH PARTS DIVISION LLC
	3574	PARAGON ELECTRONICS	Perct	50.00			UNITED REFRIGERATION INC
	3575	PENN	Perct	61.50	PENN/ JOHNSON		AIRECO DBA M&M CONTROLS INC
	3576	QUINCY	Perct	20.00			CAPITAL COMPRESSOR INC
	3577	RBH	Perct	60.00			HM SWEENEY CO
	3578	RANCO	Perct	65.00			HM SWEENEY CO
	3580	ROBINAIR	Perct	60.00			HM SWEENEY CO
	3583	SPORLAN	Perct	50.00			UNITED REFRIGERATION INC
	3585	SUPERIOR VALVE COMPANY	Perct	50.00			UNITED REFRIGERATION INC
	3586	TECUMSEH	Perct	60.00			HM SWEENEY CO
	3588	TRANE	Perct	31.00			BOLAND TRANE SERVICES INC
	3590	WEKSLEH	Perct	60.00			HM SWEENEY CO
	3592	VIRGINIA CHEMICAL	Perct	50.00	EQUIPMENT	50% OFF PARTS	HM SWEENEY CO
	3594	YORK	Perct	60.00	EQUIPMENT	50% PARTS	HM SWEENEY CO
	24782	BOHN REFRIGERATION	Perct	74.00	EQUIPMENT	58% PARTS	UNITED REFRIGERATION INC

Summary of Contracts

03/03/2015

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HVAC / Refrigeration Equipment and Parts

Bid No: 4035

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Group #	Item #	Description	Unit	Unit Price	Brand	Model	Vendor Name
	24783	HANKINSON PRODUCTS	Perct	1.00	NET		HM SWEENEY CO
	24785	DEVCO/DIVERSITECH PRODUCTS	Perct	60.00			HM SWEENEY CO
	24787	DUNHAM BUSH HVAC	Perct	20.00			UNITED REFRIGERATION INC
	24788	FASCO MOTORS FAN BLADES & MISC HVAC PARTS	Perct	50.00			HM SWEENEY CO
	24790	DUNHAM BUSH REFRIGERATION	Perct	20.00			UNITED REFRIGERATION INC
	24791	EVAPCO	Perct	10.00			CHESAPEAKE SYSTEMS LLC
	24793	ICM CONTROLS	Perct	55.00			AIRECO DBA M&M CONTROLS INC
	24794	ISLANDAIRE	Perct	10.00			CHESAPEAKE SYSTEMS LLC
	24795	IMPERIAL EASTMAN PRODUCTS	Perct	50.00			HM SWEENEY CO
	24796	LARKIN/HEATCRAFT	Perct	74.00	EQUIPMENT	PARTS 58%	UNITED REFRIGERATION INC
	24797	NATIONAL REFRIGERATION PRODUCTS	Perct	55.00			UNITED REFRIGERATION INC
	24801	SUPCO	Perct	55.00			HM SWEENEY CO
	24803	TOTALINE PRODUCTS	Perct	31.00	CAN NOT ORDER ON-LINE		WRT CORPORATION T/A RPC, INC
	24805	WHITE RODGERS	Perct	50.00			HM SWEENEY CO
	25916	RECOVERY CHARGE FOR USED REFRIGERANT UP TO 125 LB CYLINDER WITH EMPTY CYLINDER EXCHANGE FOR ALL MEDIUM AND 3H PRESSURE REFRIGERANTS	Each	.001	NO CHARGES X CUST WHO PURCHASE FROM US		HM SWEENEY CO

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03/03/2015

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HVAC / Refrigeration Equipment and Parts

Bid No: 4035

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Group #	Item #	Description	Unit	Unit Price	Brand	Model	Vendor Name
	25921	ASCO	Perct	40.00			HM SWEENEY CO
	31419	CARRIER (INCLUDING CENTRIFUGAL AND ABSORPTION HVAC EQUIPMENT)	Perct	20.00	PARTS ONLY		WRT CORPORATION T/A RPC, INC
	31422	KMC CONTROLS	Perct	63.50			AIRECO DBA M&M CONTROLS INC
	34485	BARD	Perct	30.00			UNITED REFRIGERATION INC
	34489	SEALMASTER	Perct	35.00			APPLIED INDUSTRIAL TECHNOLOGIES INC
	34490	BROWNING PRODUCTS	Perct	70.00			UNITED REFRIGERATION INC
	37016	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR R22	LB	2.00	USED R-22		HM SWEENEY CO
	37017	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR 410A	LB	.001	SUGGESTING R-12 LB 10.00		HM SWEENEY CO
	37018	AIR COMPRESSORS PRODUCTS, CURTIS AIR COMPRESSORS	Perct	20.00			CAPITAL COMPRESSOR INC
	37019	BELIMO	Perct	60.00			AIRECO DBA M&M CONTROLS INC
	37020	DAIKIN/MCQUAY	Perct	44.00			UNITED REFRIGERATION INC
	37021	FLORIDA HEAT PUMPS (PHP)	Perct	60.00			UNITED REFRIGERATION INC
	39140	ABB DRIVERS	Perct	10.00	PARTS EQUIPMENT 48%		HAVTECH PARTS DIVISION LLC
	39141	INNOVENT	Perct	10.00			BOLAND TRANE SERVICES INC
	39142	YASKAWA/ DRIVES	Perct	15.00			BOLAND TRANE SERVICES INC

Summary of Contracts

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HVAC / Refrigeration Equipment and Parts Bid No: 4035 Cycle No: 6

Phone: (301) 279-3637

Buyer: Laly A. Bowers

Term of Contract: 02/10/2015 To: 02/09/2016

Group #	Item #	Description	Unit	Unit Price	Brand	Model	Vendor Name
	40259	HERMAN NELSON	Perct	35.00			HAVTECH PARTS DIVISION LLC
	40260	RHEEM	Perct	57.50			FERGUSON ENTERPRISES INC
	40261	TRENTON	Perct	75.00	EQUIPMENT	PARTS 43%	UNITED REFRIGERATION INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2016 To: 02/09/2017 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
	3537	ALCO	Perct	60			H M SWEENEY COMPANY
	3538	AMERICAN AIR FILTER	Perct	42			APPLIED INDUSTRIAL TECHNOLOGIES INC
	3541	BALLY	Perct	37			UNITED REFRIGERATION INC
	3542	INVENSYS	Perct	67			ASSOCIATED CONTROLS INC
	3547	CARRIER	Perct	31	NO BID ON EQUIPMENT		WRT CORPORATION T/A RPC, INC
	3550	COPELAND ONLY ORIGINAL MANUFACTURED OR REBUILT BY COPELAND WILL BE ACCEPTED	Perct	50	COMPRESSORS		UNITED REFRIGERATION INC
	3554	G.E. MOTORS	Perct	60			H M SWEENEY COMPANY
	3555	HARRIS	Perct	63			H M SWEENEY COMPANY
	3556	ARCOAIR	Perct	44			UNITED REFRIGERATION INC
	3559	HONEYWELL PARTS, & ASSEMBLIES, ALL CATALOG PNEUMATIC CONTROLS & CATALOG PNEUMATIC PARTS	Perct	69			ASSOCIATED CONTROLS INC
	3560	J.B. INDUSTRIES	Perct	50			UNITED REFRIGERATION INC
	3561	JOHNSON CONTROLS PARTS, & ASSEMBLIES, PNEUMATIC CONTROLS & PNEUMATIC PARTS	Perct	64			ASSOCIATED CONTROLS INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2016 To: 02/09/2017 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
	3566	SIEMENS	Percent	71			ASSOCIATED CONTROLS INC
	3567	MANITOWOC	Percent	52.5	20% PARTS		AIRECO DBA M&M CONTROLS INC
	3568	MARLEY/QMARK	Percent	40			AIRECO DBA M&M CONTROLS INC
	3571	MCQUAY	Percent	35			HAVTECH PARTS DIVISION LLC
	3574	PARAGON ELECTRONICS	Percent	50			UNITED REFRIGERATION INC
	3575	PENN	Percent	61.5	PENN/ JOHNSON		AIRECO DBA M&M CONTROLS INC
	3576	QUINCY	Percent	20			CAPITAL COMPRESSOR INC
	3577	RBM	Percent	60			H M SWEENEY COMPANY
	3578	RANCO	Percent	65			H M SWEENEY COMPANY
	3580	ROBINAIR	Percent	60			H M SWEENEY COMPANY
	3583	SPORLAN	Percent	50			UNITED REFRIGERATION INC
	3585	SUPERIOR VALVE COMPANY	Percent	50			UNITED REFRIGERATION INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2016 To: 02/09/2017 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
	3586	TECUMSEH	Percent	60			H M SWEENEY COMPANY
	3588	TRANE	Percent	31			BOLAND TRANE SERVICES INC
	3590	WEKSLER	Percent	60			H M SWEENEY COMPANY
	3592	VIRGINIA CHEMICAL	Percent	50	EQUIPMENT 50% OFF PARTS		H M SWEENEY COMPANY
	3594	YORK	Percent	60	EQUIPMENT 50% PARTS		H M SWEENEY COMPANY
	24782	BOHN REFRIGERATION	Percent	50	EQUIPMENT AND PARTS		UNITED REFRIGERATION INC
	24783	HANKINSON PRODUCTS	Percent		NET		H M SWEENEY COMPANY
	24785	DEVCO/DIVERSITECH PRODUCTS	Percent	60			H M SWEENEY COMPANY
	24787	DUNHAM BUSH HVAC	Percent	20			UNITED REFRIGERATION INC
	24788	FASCO MOTORS FAN BLADES & MISC HVAC PARTS	Percent	50			H M SWEENEY COMPANY
	24790	DUNHAM BUSH REFRIGERATION	Percent	20			UNITED REFRIGERATION INC
	24791	EVAPCO	Percent	10			CHESAPEAKE SYSTEMS LLC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2016 To: 02/09/2017 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	34485	BARD	Perct	15			UNITED REFRIGERATION INC
	34488	MITSUBISHI	Perct	35	35% EQUIPMENT - 20% PARTS		AIRECO DBA M&M CONTROLS INC
	34489	SEALMASTER	Perct	35			APPLIED INDUSTRIAL TECHNOLOGIES INC
	34490	BROWNING PRODUCTS	Perct	70			APPLIED INDUSTRIAL TECHNOLOGIES INC
	37016	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR R22	LB	2	USED R-22		H M SWEENEY COMPANY
	37017	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR 410A	LB	.001	SUGGESTING R-12 LB 10.00		H M SWEENEY COMPANY
	37018	AIR COMPRESSORS PRODUCTS, CURTIS AIR COMPRESSORS	Perct	20			CAPITAL COMPRESSOR INC
	37019	BELIMO	Perct	60			AIRECO DBA M&M CONTROLS INC
	37020	DAIKIN/ MCQUAY	Perct	44			UNITED REFRIGERATION INC
	37021	FLORIDA HEAT PUMPS (PHF)	Perct	45			UNITED REFRIGERATION INC
	37022	PARKER	Perct	20			AIRECO DBA M&M CONTROLS INC
	39140	A88 DRIVERS	Perct	10	PARTS EQUIPMENT 48%		HAVTECH PARTS DIVISION LLC

Term of Contract: 02/10/2016 To: 02/09/2017 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
39141		INNOVENT	Perct	10			BOLAND TRANE SERVICES INC
39142		YASKAWA/ DRIVES	Perct	15			BOLAND TRANE SERVICES INC
40259		HERMAN NELSON	Perct	35			HAVTECH PARTS DIVISION LLC
40261		TRENTON	Perct	65	EQUIPMENT	50% PARTS	UNITED REFRIGERATION INC
40775		EVERPURE	Perct	52			AIRECO DBA M&M CONTROLS INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2016 To: 02/09/2017

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Vendor Name, Address, and Telephone Number Discount/Terms Vendor P O Print Notes:

RPS Vendor No: 6449 FIS Vendor No:	AIRECO DBA M&M CONTROLS INC 9 E WEST AYLESBURY RD TIMONIUM, MD 21093-4121 BRIAN MARTIN (410) 252-1221	Vendor 800 No: (800) 333-4822 Vendor Phone: (410) 252-1221 Fax: (410) 252-5918	Net 30 days
RPS Vendor No: 49284 FIS Vendor No: 18303	APPLIED INDUSTRIAL TECHNOLOGIES INC 8615 GROVEMONT CIR GAITHERSBURG, MD 20877-0000 TODD THOMAS (301) 990-0800	Vendor 800 No: Vendor Phone: (301) 990-0800 Fax: (301) 990-9110	Net 30 days
RPS Vendor No: 49120 FIS Vendor No:	ASSOCIATED CONTROLS INC 915 MONTGOMERY AVE NARBERTH, PA 19072-0000 BARBARA BRITTA (800) 345-9550	Vendor 800 No: (800) 345-9550 Vendor Phone: (610) 664-5160 Fax: (800) 628-9270	Net 30 days
RPS Vendor No: 10735 FIS Vendor No: 10735	BOLAND TRANE SERVICES INC 30 W. WATKINS MILL ROAD GAITHERSBURG, MD 20878-0000 DANIEL SANDERS (301) 984-2400	Vendor 800 No: (800) 552-6526 Vendor Phone: (301) 984-2400 Ext: 2488 Ex: 2488 Fax: (240) 306-3436	Net 30 days
RPS Vendor No: 49076 FIS Vendor No: 10905	CAPITAL COMPRESSOR INC 7940 PENN RANDALL PL UPPER MARLBORO, MD 20772-0000 JAMES RUSHE (301) 336-3712	Vendor 800 No: (800) 445-5090 Vendor Phone: (000) 000-0000 Fax: (301) 336-1349	Net 30 days

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Buyer: Laly A. Bowers Phone: (301) 279-3637

Term of Contract: 02/10/2016 To: 02/09/2017

Vendor P O Print Notes:

Vendor Name, Address, and Telephone Number Discount/Terms

RPS Vendor No: 49078 FIS Vendor No:	CHESAPEAKE SYSTEMS LLC /CTS SERVICES 7400 COCACOLA DR HANOVER, MD 21076-0000 CHUCK EDWARDS (443) 561-1670	Vendor 800 No: (800) 559-2665 Vendor Phone: (443) 561-1600 Fax: (443) 561-1601	Net 30 days
RPS Vendor No: 17031 FIS Vendor No: 17031	H M SWEENEY COMPANY 8373 ARDMORE ARDWICK RD LANDOVER, MD 20785-0000 SAM RODRIGUEZ (301) 468-0800	Vendor 800 No: Vendor Phone: (301) 322-9100 Ext: 12 Fax: (301) 468-0818	Net 30 days
RPS Vendor No: 51708 FIS Vendor No: 47503	HAVTECH PARTS DIVISION LLC 9505 BERGER ROAD COLUMBIA, MD 21046-0000 DON WATKINS (443) 832-1720 Ex:	Vendor 800 No: (800) 218-4140 Vendor Phone: (240) 568-0960 Ext: Fax: (240) 568-0966	Net 30 days
RPS Vendor No: 49074 FIS Vendor No: 27595	UNITED REFRIGERATION INC 268 DERWOOD CIRCLE ROCKVILLE, MD 20850-0000 KEN BUCHER (301) 279-0001	Vendor 800 No: Vendor Phone: (301) 279-0001 Fax: (301) 279-5547	Net 30 days
RPS Vendor No: 47699 FIS Vendor No:	WRT CORPORATION T/A RPC, INC 104 CARPENTER DR STERLING, VA 20164-4465 MIKE LAING (703) 471-5859	Vendor 800 No: (800) 910-8823 Vendor Phone: (703) 471-5859 Fax: (703) 471-7144	Net 30 days

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

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Term of Contract: 02/10/2015 To: 02/09/2016 Buyer: Laly A. Bowers Phone: (301) 279-3637

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	3537	ALCO	Perct	60.00			HM SWEENEY CO
	3538	AMERICAN AIR FILTER	Perct	65.00			FERGUSON ENTERPRISES INC
	3541	BALLY	Perct	37.00			UNITED REFRIGERATION INC
	3542	INVENSYS	Perct	67.00			ASSOCIATED CONTROLS INC
	3547	CARRIER	Perct	31.00	NO BID ON EQUIPMENT		WRT CORPORATION T/A RPC, INC
	3550	COPELAND ONLY ORIGINAL MANUFACTURED OR REBUILT BY COPELAND WILL BE ACCEPTED	Perct	58.00	COMPRESSORS PARTS 30% - EQUIPMENT 60%		UNITED REFRIGERATION INC
	3553	FLUKE	Perct	50.00			UNITED REFRIGERATION INC
	3554	G.E. MOTORS	Perct	60.00			HM SWEENEY CO
	3555	HARRIS	Perct	63.00			HM SWEENEY CO
	3556	ARCOAIR	Perct	50.00			UNITED REFRIGERATION INC
	3559	HONEYWELL PARTS, & ASSEMBLIES, ALL CATALOG PNEUMATIC CONTROLS & CATALOG PNEUMATIC PARTS	Perct	69.00			ASSOCIATED CONTROLS INC
	3560	J.B. INDUSTRIES	Perct	50.00			UNITED REFRIGERATION INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

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	3569	MARS	Percent	65.00			FERGUSON ENTERPRISES INC
	3571	MCQUAY	Percent	35.00			HAVTECH PARTS DIVISION LLC
	3574	PARAGON ELECTRONICS	Percent	50.00			UNITED REFRIGERATION INC
	3575	PENN	Percent	61.50	PENIN/ JOHNSON		AIRECO DBA M&M CONTROLS INC
	3576	QUINCY	Percent	20.00			CAPITAL COMPRESSOR INC
	3577	RBM	Percent	60.00			HM SWEENEY CO
	3578	RANCO	Percent	65.00			HM SWEENEY CO
	3580	ROBINAIR	Percent	60.00			HM SWEENEY CO
	3583	SPORLAN	Percent	50.00			UNITED REFRIGERATION INC
	3585	SUPERIOR VALVE COMPANY	Percent	50.00			UNITED REFRIGERATION INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
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	3588	TRANE	Perct	31.00			BOLAND TRANE SERVICES INC
	3590	WEKSLER	Perct	60.00			HM SWEENEY CO
	3592	VIRGINIA CHEMICAL	Perct	50.00	EQUIPMENT 50% OFF PARTS		HM SWEENEY CO
	3594	YORK	Perct	60.00	EQUIPMENT 50% PARTS		HM SWEENEY CO
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HVAC / Refrigeration Equipment and Parts

Cycle No: 6

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	24795	IMPERIAL EASTMAN PRODUCTS	Percent	50.00			HM SWEENEY CO
	24796	LARKIN/HEATCRAFT	Percent	74.00	EQUIPMENT PARTS 58%		UNITED REFRIGERATION INC
	24797	NATIONAL REFRIGERATION PRODUCTS	Percent	55.00			UNITED REFRIGERATION INC
	24801	SUPCO	Percent	55.00			HM SWEENEY CO
	24803	TOTALINE PRODUCTS	Percent	31.00	CAN NOT ORDER ONLINE		WRT CORPORATION T/A RPC, INC
	24805	WHITE RODGERS	Percent	50.00			HM SWEENEY CO
	25916	RECOVERY CHARGE FOR USED REFRIGERANT UP TO 125 LB CYLINDER WITH EMPTY CYLINDER EXCHANGE FOR ALL MEDIUM AND HIGH PRESSURE REFRIGERANTS	Each	.001	NO CHARGES X CUST WHO PURCHASE FROM US		HM SWEENEY CO
	25921	ASCO	Percent	40.00			HM SWEENEY CO
	31419	CARRIER (INCLUDING CENTRIFUGAL AND ABSORPTION HVAC EQUIPMENT)	Percent	20.00	PARTS ONLY		WRT CORPORATION T/A RPC, INC
	31422	KWC CONTROLS	Percent	63.50			AIRECO DBA M&M CONTROLS INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
	34485	BARD	Perct	30.00			UNITED REFRIGERATION INC
	34489	SEALMASTER	Perct	35.00			APPLIED INDUSTRIAL TECHNOLOGIES INC
	34490	BROWNING PRODUCTS	Perct	70.00			UNITED REFRIGERATION INC
	37016	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR R22	LB	2.00	USED R-22		HM SWEENEY CO
	37017	RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR 410A	LB	.001	SUGGESTING R-12 LB 10.00		HM SWEENEY CO
	37018	AIR COMPRESSORS PRODUCTS, CURTIS AIR COMPRESSORS	Perct	20.00			CAPITAL COMPRESSOR INC
	37019	BELIMO	Perct	60.00			AIRECO DBA M&M CONTROLS INC
	37020	DAIKIN/ MCQUAY	Perct	44.00			UNITED REFRIGERATION INC
	37021	FLORIDA HEAT PUMPS (PHP)	Perct	60.00			UNITED REFRIGERATION INC
	39140	ABB DRIVERS	Perct	10.00	PARTS EQUIPMENT 48%		HAVTECH PARTS DIVISION LLC
	39141	INNOVENT	Perct	10.00			BOLAND TRANE SERVICES INC
	39142	YASKAWA/ DRIVES	Perct	15.00			BOLAND TRANE SERVICES INC

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016 Buyer: Laly A. Bowers Phone: (301) 279-3637

Group Number	Item Number	Description	Unit	Price	Brand	Model	Vendor Name
	40259	HERMAN NELSON	Perct	35.00			HAVTECH PARTS DIVISION LLC
	40260	RHEEM	Perct	57.50			FERGUSON ENTERPRISES INC
	40261	TRENTON	Perct	75.00	EQUIPMENT PARTS 43%		UNITED REFRIGERATION INC

Term of Contract: 02/10/2015

To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Vendor Name, Address, and Telephone Number	Discount/Terms	Vendor P O Print Notes:
RPS Vendor No: 6449 FIS Vendor No: AIRECO DBA M&M CONTROLS INC 9 E WEST AYLESBURY RD TIMONIUM, MD 21093-4121 JEAN CHELTON (410) 252-1221	Net 30 days Vendor 800 No: (800) 333-4822 Vendor Phone: (410) 252-1221 Fax: (410) 252-5918	
RPS Vendor No: 49284 FIS Vendor No: 18303 APPLIED INDUSTRIAL TECHNOLOGIES INC 8615 GROVEMONT CIR GAITHERSBURG, MD 20877-0000 EVON CORINALDI (301) 990-0800	Net 30 days Vendor 800 No: Vendor Phone: (301) 990-0800 Fax: (301) 990-9110	
RPS Vendor No: 49120 FIS Vendor No: ASSOCIATED CONTROLS INC 915 MONTGOMERY AVE NARBERTH, PA 19072-0000 BARBARA BRITTA (800) 345-9550	Net 30 days Vendor 800 No: (800) 345-9550 Vendor Phone: (610) 664-5160 Fax: (800) 628-9270	
RPS Vendor No: 10735 FIS Vendor No: 10735 BOLAND TRANE SERVICES INC 30 W. WATKINS MILL ROAD GAITHERSBURG, MD 20878-0000 MARK MCELWAINE (301) 984-2400	Net 30 days Vendor 800 No: (800) 552-6526 Vendor Phone: (301) 984-2400 Ex: 2488 Fax: (240) 306-3400 Ext: 2488	
RPS Vendor No: 49076 FIS Vendor No: 10905 CAPITAL COMPRESSOR INC 7940 PENN RANDALL PL UPPER MARLBORO, MD 20772-0000 TROY BALDERSON (800) 445-5090	Net 30 days Vendor 800 No: (800) 445-5090 Vendor Phone: (800) 000-0000 Fax: (301) 336-1349	
RPS Vendor No: 49078 FIS Vendor No: CHESAPEAKE SYSTEMS LLC /CTS SERVICES 7400 COCACOLA DR HANOVER, MD 21076-0000 SCOTT MURPHY (443) 561-1600	Net 30 days Vendor 800 No: (800) 559-2665 Vendor Phone: (443) 561-1600 Fax: (443) 561-1601	

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

Term of Contract: 02/10/2015 To: 02/09/2016

Buyer: Laly A. Bowers

Phone: (301) 279-3637

Vendor P O Print Notes:

Vendor Name, Address, and Telephone Number Discount/Terms

RPS Vendor No: 47355 FIS Vendor No: 18393	FERGUSON ENTERPRISES INC SUITE 101 4640 WEDGEWOOD BLVD FREDERICK, MD 21703-0000 JIM KIEDROWSKI/ BILL GIST (301) 378-7146	Vendor 800 No: Vendor Phone: (301) 378-7146 Fax: (301) 815-5405	Net 30 days
RPS Vendor No: 51708 FIS Vendor No: 47503	HAVTECH PARTS DIVISION LLC 9505 BERGER ROAD COLUMBIA, MD 21046-0000 DON WATKINS (443) 832-1720 Ex:	Vendor 800 No: (800) 218-4140 Vendor Phone: (240) 568-0960 Ext: Fax: (240) 568-0966	Net 30 days
RPS Vendor No: 17031 FIS Vendor No: 17031	HM SWEENEY CO 8373 ARDMORE ARDWICK RD LANDOVER, MD 20785-0000 PETER BACKUS/ STEVE (301) 322-9100	Vendor 800 No: Vendor Phone: (301) 322-9100 Fax: (301) 322-1562	Net 30 days
RPS Vendor No: 49074 FIS Vendor No: 27595	UNITED REFRIGERATION INC 269 DERWOOD CIRCLE ROCKVILLE, MD 20850-0000 DON MOLITOR (301) 279-0001	Vendor 800 No: Vendor Phone: (301) 279-0001 Fax: (301) 279-5547	Net 30 days
RPS Vendor No: 47699 FIS Vendor No:	WRT CORPORATION T/A RPC, INC 104 CARPENTER DR STERLING, VA 20164-4465 MIKE LAING (703) 471-5659	Vendor 800 No: (800) 910-8823 Vendor Phone: (703) 471-5659 Fax: (703) 471-7144	Net 30 days

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

**Invitation For Bid # 4035.6/LB
HVAC/Refrigeration Equipment and Parts**

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of HVAC/Refrigeration Equipment and Parts to any of the four Montgomery County Public Schools (MCPS) maintenance facilities listed below:

Bethesda Maintenance Depot
10901 Westlake Dr.
Rockville, MD 20852

Clarksburg Maintenance Depot
13100 Shawnee Lane
Clarksburg, MD 20734

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

Shady Grove Maintenance Depot
16651 Crabbs Branch Way
Rockville, MD 20855

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. Purchase orders covering partial quantities shall be released as needs arise. It is not the intent to purchase entire quantities at one time.

C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable percent discount 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 they 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. Bidders are required to stock complete line of product brand they are offering. However, the Board of Education reserves the right to make awards according to the best interest 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.

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 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. 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 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.

Reduction of 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 original contract price.

F. 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 their 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 percent discount 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.

for future bids. Such product should be identified as a new product and a brief explanation written as 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 parts discount percentage or price on each item bid upon. Any bid in which the bidder names a total parts discount percentage and/or price for all the articles without quoting on each and each item separately will be considered informal and disqualify your bid. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the term of the contract.

H. Price Lists

Bidders are required to submit with their bid response current catalogs and price lists 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. Vendors can provide prices on disk, however catalogs/price sheets are preferred for evaluation purposes to determine lowest cost to MCPS. Price listing on disk is acceptable throughout the term of the contract for ordering purposes and price updates. New catalogs/disks shall be provided to the Division of Maintenance as updated by the Manufacturer.

The cover of the price list shall contain:

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

I. Quantities

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 specific amount.

J. 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.

K. Ordering

Orders may be placed by telephone and/or fax by MCPS authorized representatives. Contact information will be provided upon award. The successful bidder(s) shall be responsible for accepting orders placed only by authorized personnel. Authorized representative information will be provided upon award.

The method of ordering shall be through a Blanket Purchase Agreement (BPA) or through the use of a purchasing card. Orders will be placed throughout the contract term. MCPS reserves the right to cancel any portion of these estimated funds that have not been used. MCPS encourage the use of the American Express Card as the preferred payment method for purchases below an established dollar value.

L. Invoicing

All invoices shall be 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 Controller for payment. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments. To obtain more information email accountspayable@mcpsmd.org

M. 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 other than MCPS 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>
-----------------------------------	---------------------------	-------------------------	----------------------------

1. _____
2. _____
3. _____

N. Special Conditions

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder (s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

O. Qualification of Bidders

Bidders are required to furnish satisfactory evidence that they are authorized dealers for manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding and, in both cases, they must maintain a regularly established place of business. An authorized representative of MCPS may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

Items 25916, 37016 and 37017 of the Item specifications will be awarded to Contractor(s) located within 175-mile radius from the Shady Grove Depot 16651 Crabbs Branch Way, Rockville, MD 20855.

P. Telephone Numbers

All bidders shall provide a toll free telephone number or provide a collect call service. Bidder shall indicate the name of the person to contact on collect calls. Failure to provide no cost telephone service for product clarification or to place an order may result in a no award.

Telephone Number

Sales Representative

Fax Number

Q. 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.

R. Hazardous and Toxic Substances and Material Safety Data Sheets

Manufacturers and distributors are required by the "Federal Hazard Communication Standard" (29 DFR 1910.12000), 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 to the Procurement Unit indicating bid and item number(s) Failure to identify those items requiring Material Data Sheets, as required by law, rest solely with the bidder.

S. SUBMISSION OF BIDS**1. Bid Documents**

- a. One original and one copy of the bid are requested. The cover page copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.
- b. 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 by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

2. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>), by email [Laly A Bowers@mcpsmd.org](mailto:Laly_A.Bowers@mcpsmd.org) or by phone 301-279-3637, 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.

3. Bidder Obligation/Sex Offender

- 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.
- b. Each Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any 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 any 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.

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. 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.

V. Award Criteria

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

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly A. Bowers, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173 or by email Laly_A_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. 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/>

ASBESTOS INFORMATION

1. 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

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The Contractor shall provide required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **Appendix D**) **within ten (10) working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to Mr. Nathaniel Brown, MCPS Environmental Health Specialist at 301-670-8238.

To be added to the check-off list in the back of the Bid:

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS?**

YES _____ NO _____

**THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS**

PROCUREMENT UNIT

45 West Gude Drive, Room 3100

Rockville, Maryland 20850-1747

301-279-3637

October 6, 2014

INVITATION FOR BID 4035.6/LB

HVAC/Refrigeration Equipment and Parts

Bid Opening Time: 2:00 P.M.

Bid Opening Date: October 28, 2014

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: December 31, 2014 through December 30, 2015
- Terms of Delivery: See Schedule
3. Delivery Destination: Location noted on Purchase order
4. Bid Security Required: No
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: No
- 6a. Samples Required: ☐ Yes ☒ No
- 6b. Sample Delivery Requirements:
 - ☐ Deliver to Division of Procurement
 - ☐ Deliver to Supply and Property Management
 - ☐ Deliver to the Food Service Warehouse
 - ☐ Other
- 6c. Sample Delivery Time:
 - ☐ Prior to bid opening
 - ☐ At time of bid opening
 - ☐ Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- ☐ 1. Legal name (as shown on your income tax return) _____
- ☐ 2. Business Name (if different from above) _____
- ☐ 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Fax Number _____
- 6. Toll Free Number _____
- 7. Email Address _____
- 8. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number/Extension _____
- 4. Fax Number _____
- 5. Toll Free Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. **PURCHASING CARD PROGRAM:** MCPS is currently utilizing a purchasing card program through American Express. Please check the appropriate box below.

☐ Yes, we accept Credit Card

☐ No, we do not accept Credit Card

VI. **PURCHASE ORDER PREFERENCE:** Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

☐ Facsimile

☐ US Mail

☐ Email

☐ EDI

VII. **SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE):** Check the appropriate box below.

☐ African American

☐ Asian American

☐ Hispanic

☐ Native American

☐ Female

☐ Disabled

☐ None

VIII. **NON-DEBARMENT ACKNOWLEDGEMENT**

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. **BIDDER'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____

**Mid-Atlantic Purchasing Team
Rider Clause**

Invitation For Bid 4035.6/LB, HVAC/ Refrigeration Equipment and Parts

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid -Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Bidder's Authorization To Extend Contract: 4035.6/LB HVAC/ Refrigeration Equipment and Parts

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

Vendor Name Revised 10/1/14

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Procurement Unit at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees. If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

- (1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
- (2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number

- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accounts payable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property

Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not

removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by

the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

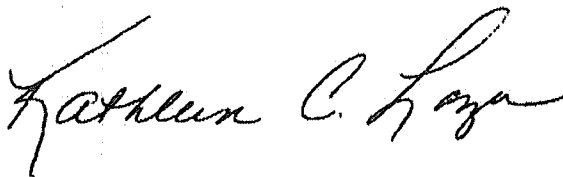
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Kathleen C. Lazor
Director, Department of Materials Management

**MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

**Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____
OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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3537 ALCO

% OFF ALL PRODUCTS
ANNUAL ESTIMATED USAGE \$10,000

3538 AMERICAN AIR FILTER

% OFF LIST FOR ALL EQUIPMENT
% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$150,000

3541 BALLY

% OFF LIST FOR ALL EQUIPMENT
% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$10,000

3542 INVENSYS

% OFF LIST FOR ALL CATALOG CONTROLS
% OFF LIST FOR ALL CATALOG ASSEMBLIES
% OFF LIST FOR ALL CATALOG PIECE PARTS
ANNUAL ESTIMATED USAGE \$50,000

3547 CARRIER

% OFF LIST FOR ALL PARTS
% OFF LIST FOR ALL EQUIP
ANNUAL ESTIMATED USAGE \$200,000

Item Specification

Bid No: 4035

From: 12/31/2014

10/01/2014

HVAC / Refrigeration Equipment and Parts

To: 12/30/2015

Page 2 of 13

Cycle No: 6

90620

Company Name:

Group/ Seq No	Item/ Whse/ Qtd	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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3550 COPELAND

Percent

% OFF LIST FOR COMPRESSORS
 % OFF LIST FOR PARTS
 % OFF LIST FOR EQUIPMENT
 *ONLY ORIGINAL MANUFACTURED OR REBUILT
 BY COPELAND WILL BE ACCEPTED
 **VENDOR MUST BE A STOCKING DISTRIBUTOR
 ANNUAL ESTIMATED USAGE \$200,000

3553 FLUKE

Percent

% OFF LIST FOR ALL PRODUCTS
 ANNUAL ESTIMATED USAGE \$5,000

3554 G.E. MOTORS

Percent

% OFF LIST FOR ALL PRODUCTS
 ANNUAL ESTIMATED USAGE \$10,000

3555 HARRIS

Percent

% OFF LIST FOR ALL PRODUCTS
 ANNUAL ESTIMATED USAGE \$10,000

3556 ARCOAIR

Percent

% OFF LIST FOR ALL EQUIPMENT
 % OFF LIST FOR ALL PARTS
 ANNUAL ESTIMATED USAGE \$20,000

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

J620

Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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3559 HONEYWELL

% OFF LIST FOR ALL CATALOG ELECTRICAL &
ELECTRONIC CONTROLS, PARTS, &
ASSEMBLIES

% OFF LIST FOR ALL CATALOG PNEUMATIC
CONTROLS

% OFF LIST FOR ALL CATALOG PNEUMATIC
PARTS

ANNUAL ESTIMATED USAGE \$90,000

Percent

3560 J.B. INDUSTRIES

% OFF LIST FOR ALL PRODUCTS
ANNUAL ESTIMATED USAGE \$3,000

Percent

3561 JOHNSON CONTROLS

% OFF LIST FOR ALL CATALOG ELECTRICAL &
ELECTRONIC CONTROLS, PARTS, &
ASSEMBLIES

% OFF LIST FOR ALL CATALOG PNEUMATIC
CONTROLS

% OFF LIST FOR ALL CATALOG PNEUMATIC
PARTS

ANNUAL ESTIMATED USAGE \$100,000

Percent

3566 SIEMENS

% OFF LIST FOR ALL CATALOG
CONTROLS

% OFF LIST FOR ALL CATALOG
ASSEMBLIES

% OFF LIST FOR ALL CATALOG PIECE
PARTS

ANNUAL ESTIMATED USAGE \$15,000

Percent

Item Specification

Bid No: 4035

From: 12/31/2014

To: 12/30/2015

HVAC / Refrigeration Equipment and Parts Cycle No: 6

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90620

Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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3567 MANOTOWOC

Percent

% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$10,000

3568 MARLEY

Percent

% OFF LIST FOR ALL EQUIPMENT
% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$3,000

3569 MARS

Percent

% OFF LIST FOR ALL PRODUCTS
ANNUAL ESTIMATED USAGE \$5,000

3571 MCQUAY

Percent

% OFF LIST FOR ALL EQUIPMENT
% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$70,000

3574 PARAGON ELECTRONICS

Percent

% OFF LIST FOR ALL PRODUCTS
ANNUAL ESTIMATED USAGE \$5,000

3575 PENN

Percent

% OFF LIST FOR ALL PARTS
ANNUAL ESTIMATED USAGE \$5,000

Item Specification

Bid No: 4035

From: 12/31/2014

10/01/2014

Page 13

To: 12/30/2015

HVAC / Refrigeration Equipr. it and Parts Cycle No: 6

.620

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
	3576	QUINCY		Percent				
		% OFF LIST FOR ALL PARTS _____						
		% OFF LIST OF EQUIPMENT _____						
		% OFF LIST FOR ALL _____						
		COMPRESSORS _____						
		ANNUAL ESTIMATED USAGE \$30,000 _____						
	3577	RBM		Percent				
		% OFF LIST FOR ALL PRODUCTS _____						
		ANNUAL ESTIMATED USAGE \$1,000 _____						
	3578	RANCO		Percent				
		% OFF LIST FOR ALL PARTS _____						
		ANNUAL ESTIMATED USAGE \$5,000 _____						
	3580	ROBINAIR		Percent				
		% OFF LIST FOR ALL PRODUCTS _____						
		ANNUAL ESTIMATED USAGE \$4,000 _____						
	3583	SPORLAN		Percent				
		% OFF ALL PRODUCTS _____						
		ANNUAL ESTIMATED USAGE \$5,000 _____						
		VENDOR MUST BE A STOCKING DISTRIBUTOR						
	3585	SUPERIOR VALVE COMPANY		Percent				
		% OFF LIST FOR ALL PRODUCTS _____						
		ANNUAL ESTIMATED USAGE \$5,000 _____						

Item Specification

Bid No: 4035

From: 12/31/2014

10/01/2014

Page 6 of 13

To: 12/30/2015

HVAC / Refrigeration Equipment and Parts Cycle No: 6

90620

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
3586 TECUMSEH								
		% OFF LIST FOR COMPRESSORS _____						
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$20,000 _____						
3588 TRANE								
		% OFF LIST FOR AIR CONDITIONING PARTS _____						
		% OFF LIST FOR EQUIPMENT _____						
		% OFF LIST FOR COMPRESSORS _____						
		ANNUAL ESTIMATED USAGE \$150,000 _____						
3590 WEKSLER								
		% OFF LIST FOR ALL INSTRUMENTS _____						
		ANNUAL ESTIMATED USAGE \$2,000 _____						
3592 VIRGINIA CHEMICAL								
		% OFF LIST FOR ALL PRODUCTS _____						
		ANNUAL ESTIMATED USAGE \$10,000 _____						
3594 YORK								
		% OFF LIST FOR ALL EQUIPMENT _____						
		% OFF LIST FOR ALL PARTS _____						
		ANNUAL ESTIMATED USAGE \$50,000 _____						
24781 BAC								
		% OFF LIST FOR EQUIPMENT _____						
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$100,000 _____						

Company Name: _____

Group/ Seq No	Item/ Whsel/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
24782		BOHN REFRIGERATION		Perct				
		% OFF LIST FOR ALL EQUIPMENT _____						
		% OFF LIST FOR ALL PARTS _____						
		ANNUAL ESTIMATED USAGE \$20,000						
24783		HANKINSON		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$5,000						
24785		DEVCO		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$2,000						
24786		DRYDENE/CASTROL GREASE PRODUCTS		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$5,000						
24787		DUNHAM BUSH HVAC		Perct				
		% OFF LIST FOR PARTS						
		% OFF LIST FOR EQUIPMENT _____						
		ANNUAL ESTIMATED USAGE \$20,000						
24788		FASCO MOTORS FAN BLADES & MISC HVAC PARTS		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$5,000						

Item Specification

Bid No: 4035

From: 12/31/2014

10/01/2014

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To: 12/30/2015

HVAC / Refrigeration Equipment and Parts Cycle No: 6

90620

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
24790		DUNHAM BUSH REFRIGERATION		Percent				
		% OFF LIST FOR EQUIPMENT _____						
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$5,000						
24791		EVAPCO		Percent				
		% OFF LIST FOR EQUIPMENT _____						
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$10,000						
24793		ICM CONTROLS		Percent				
		% OFF LIST FOR ALL PARTS _____						
		ANNUAL ESTIMATED USAGE \$3,000						
24794		ISLANDAIRE		Percent				
		% OFF LIST FOR EQUIPMENT _____						
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$20,000						
24795		IMPERIAL EASTMAN PRODUCTS		Percent				
		% OFF LIST FOR PARTS _____						
		ANNUAL ESTIMATED USAGE \$1,500						
24796		LARKIN/HEATCRAFT		Percent				
		% OFF LIST FOR ALL EQUIPMENT _____						
		% OFF LIST FOR ALL PARTS _____						
		ANNUAL ESTIMATED USAGE \$5,000						

Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
24797		NATIONAL REFRIGERATION PRODUCTS		Perct				
		% OFF LIST FOR PARTS						
		ANNUAL ESTIMATED USAGE \$30,000						
24801		SUPCO		Perct				
		% OFF LIST FOR ALL PARTS						
		ANNUAL ESTIMATED USAGE \$5,000						
24803		TOTALINE PRODUCTS		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$10,000						
24805		WHITE RODGERS		Perct				
		% OFF LIST FOR ALL PARTS						
		ANNUAL ESTIMATED USAGE \$2,000						
25916		RECOVERY CHARGE FOR USED REFRIGERANT UP TO 125 LB CYLINDER WITH EMPTY CYLINDER EXCHANGE FOR ALL MEDIUM AND HIGH PRESSURE REFRIGERANTS	60	Each				
25921		ASCO		Perct				
		% OFF LIST FOR ALL PRODUCTS						
		ANNUAL ESTIMATED USAGE \$5,000						

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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31419 CARRIER

Percent

% OFF LIST FOR ALL PARTS _____
 % OFF LIST FOR ALL EQUIP _____
 (INCLUDING CENTRIFUGAL AND ABSORPTION
 HVAC EQUIPMENT)
 ANNUAL ESTIMATED USAGE \$50,000

31422 KMC CONTROLS

Percent

% OFF LIST FOR PARTS _____
 ANNUAL ESTIMATED USAGE \$25,000

34485 BARD

Percent

% OFF LIST FOR ALL EQUIPMENT _____
 % OFF LIST FOR ALL PARTS _____
 ANNUAL ESTIMATED USAGE \$10,000

34488 MITSUBISHI

Percent

% OFF LIST FOR ALL EQUIPMENT _____
 % OFF LIST FOR ALL PARTS _____
 ANNUAL ESTIMATED USAGE \$30,000

34489 SEALMASTER

Percent

% OFF LIST FOR ALL PRODUCTS _____
 ANNUAL ESTIMATED USAGE \$5,000

34490 BROWNING

Percent

% OFF LIST _____
 ANNUAL ESTIMATED USAGE \$10,000

HVAC / Refrigeration Equipment and Parts

Cycle No: 6

-J620

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
37016		RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR R22	1000	LB				
37017		RECOVERY CREDIT FOR USED REFRIGERANT PER LB FOR 410A	1000	LB				
37018		AIR COMPRESSORS PRODUCTS (ACP) CURTIS AIR COMPRESSORS		Perct				
		% OFF LIST FOR EQUIPMENT						
		% OFF LIST FOR PARTS						
		ANNUAL ESTIMATED USAGE \$20,000						
37019		BELIMO		Perct				
		% OFF LIST FOR ALL PRODUCTS						
		ANNUAL ESTIMATED USAGE \$30,000						
37020		DAIKIN/MCQUAY		Perct				
		% OFF LIST EQUIPMENT						
		ANNUAL ESTIMATED USAGE \$70,000						
37021		FLORIDA HEAT PUMPS		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$10,000						
37022		PARKER		Perct				
		% OFF LIST						
		ANNUAL ESTIMATED USAGE \$5,000						

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
39140 ABB DRIVERS								
		% OFF PARTS						
		% OFF EQUIPMENT						
		ANNUAL ESTIMATED USAGE \$60,000						
39141 INNOVENT								
		% OFF PARTS						
		% OFF EQUIPMENT						
		ANNUAL ESTIMATED USAGE \$100,000						
39142 YASKAWA/ DRIVES								
		% OFF PARTS						
		% OFF EQUIPMENT						
		ANNUAL ESTIMATED USAGE \$100,000						
40259 HERMAN NELSON								
		% OFF PARTS						
		ANNUAL ESTIMATED USAGE 10,000						
40260 REEM								
		%OFF EQUIPMENT						
		% OFF PARTS						
		ESTIMATED ANNUAL USAGE \$50,000						