

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
301-279-3090

February 7, 2018

INVITATION FOR BID

4065.13/TMB, Ceramic Supplies

Bid Opening Time: 2:00 PM

Bid Opening Date: February 26, 2018

**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: March 29, 2018 through March 28, 2019
2. Terms of Delivery: 14 Days
3. Delivery Destination: Supply and Property Warehouse, Rockville, MD
4. Bid Security Required: None  
**Bid Security must be made payable to Montgomery County Board of Education**
5. Performance Bond Required: None
- 6a. Samples Required: ☒ Yes ☐ No
- 6b. Sample Delivery Requirements:
  - ☒ Deliver to the Procurement Unit
  - ☐ 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 MasterCard. Please check the appropriate box below.

☐ Yes, we accept MasterCard

☐ No, we do not accept MasterCard



**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.

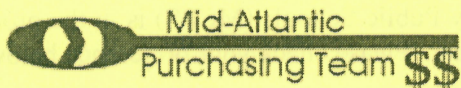
B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, 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 \_\_\_\_\_





**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 4065.13/TMB, Ceramic Supplies**

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.



**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 4065.13/TMB, Ceramic Supplies**

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

	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					



# 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 [accountspayable@mcpsmd.org](mailto:accountspayable@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**

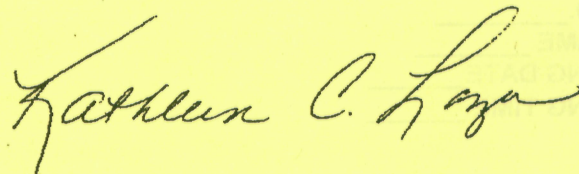
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

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(Return Address)

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

**BID NO. \_\_\_\_\_  
BID NAME \_\_\_\_\_  
OPENING DATE \_\_\_\_\_  
OPENING TIME \_\_\_\_\_**

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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.



# ATTACHMENT A

## NOTICE

### New Procedure for Submitting Bid Pricing

#### Instructions to Bidders:

Montgomery County Public Schools has improved the processing of bidder responses. The item specifications are now provided in Microsoft Excel. Bidders may now input their pricing, brands, and models in Excel and submit them to MCPS via CD, with their bid response. **If you do not have access to a computer, you may submit your pricing on the Item Specification sheets that are contained in the original bid document.**

Please follow the directions below.

**NOTE: Bidders are instructed not to alter the format of the spreadsheet.** Enter pricing, brand, and model information in the corresponding cells indicated. **Any bids submitted on an electronic spreadsheet without the original MCPS protection in place shall be deemed unresponsive.**

#### To obtain Microsoft Excel file:

- 1) Log on to the MCPS Procurement Unit website:  
<http://procurement.montgomeryschoolsmd.org/home/Bids>
- 2) Select Bid # **4065.13, Ceramic Supplies**

#### CD Instructions:

- 1) Copy the file **4065.13 Detailed Item Specifications EXCEL.xlsx** to your computer
- 2) Open the file in Microsoft Excel
- 3) Fill in your company name where indicated
- 4) Enter the Bid Price, Brand, and Model in the appropriate cells. Please **DO NOT** use dollar signs (\$) and do not make alterations to any other columns.
- 5) For "No-Bid" items, please **DO NOT** enter zero, "no bid", or letters, leave **BLANK**.
- 6) Save the completed Item Specification Excel file to your computer hard drive and include your company name in the file name. You may then copy the renamed file onto a CD. Print a copy of the completed Item Specification Excel file and include it with your bid submission.
- 7) Return your bid proposal according to the enclosed instructions. Be sure to include the CD in your bid package.

Your bid response must include the completed contract documents, a hard copy of the Excel pricing sheets and the pricing CD. **If you do not have access to a computer, you may submit your pricing on the Item Specification sheets that are contained in the original bid document.**

**In the event that the CD information does not match printed or handwritten material, the printed or handwritten material will be accepted as the correct information.**







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

**Invitation for Bid #4065.13/TMB, Ceramic Supplies**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivering of ceramic supplies. Deliveries are to be made to Montgomery County Public Schools (MCPS), Supply and Property Management, Supply Warehouse, 502 North Stonestreet Avenue, Rockville, Maryland 20850 and to various Montgomery County Public Schools and/or offices located within Montgomery County, Maryland as indicated on the purchase order.

**B. Background**

This bid provides for stocking the MCPS Supply Warehouse which supplies approximately 200 schools and 30 offices. MCPS Supply Warehouse ships products with unit of issue, which may differ, from your supplier's standard package. **It is necessary for the products on this bid to be priced by the MCPS unit of issue listed in the item specification.** Vendors must provide a volume price based on the total yearly quantity.

**Purchase orders will be issued based on MCPS unit price.** MCPS will issue each order in sufficient quantities to meet vendor's standard packaging. Therefore, vendors should take care to state their quantity packaging.

**C. Delivery**

Delivery will be required within thirty (14) days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Procurement Unit. Purchase orders covering partial quantities shall be released as needs arise. It is not the intent to purchase entire quantities at one time.

Deliveries will be accepted between 7:00 a.m. and 2:00 p.m. Vendor(s) shall call telephone number 301-279-3346, 24 hours prior to delivery to set up a delivery appointment. **Deliveries must be accompanied with a shipping/packing list, which refers to a MCPS purchase order. Deliveries without a shipping/packing list may be refused by MCPS. Deliveries refused due to delivery hours or mismarked purchase orders will be reshipped at the vendor's expense. Please pay attention to the delivery locations when bidding.**

Part A of Item Specification is for delivery to MCPS Supply Warehouse.

Part B of Item Specification is for delivery to individual locations within MCPS, as noted on the purchase order.



**D. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder ability to perform should it be awarded the contract. Awards may be made to one (1) successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the 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, adding suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded suppliers.

**E. Contract Term**

The term of contract shall be for one (1) year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to two (3) additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**F. 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 are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of the Procurement Unit of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful vendor must submit a written request for price relief. **The request for a price increase shall include documentation from the manufacturer to verify the basis for such request.** MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price.

**G. Brand Names**

Reference to brand names, code or model numbers in the attached specifications is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics.



The use of such brand names should not be interpreted as the exclusive brand desired.

In the brand column state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

#### H. Interpretation

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

#### I. Samples

Samples are required prior to or at bid opening on all items unless bidding the specified brand and model, or when noted on item specifications as "Sample required". **Samples shall be separate from the bid response and shall be forwarded to MCPS, Procurement Unit located at 45 W Gude Dr. Suite 3100, Rockville, MD 20850.** The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Samples shall be of sufficient quantity to allow thorough testing of the product and shall be packaged in the same manner as they will be packaged during the contract term. Each individual sample submitted shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions to Bidders).

Failure to deliver samples as required will result in automatic disqualification.

#### J. 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 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.

#### K. Quotations

**No bidder will be allowed to offer more than one (1) price on each item even though it may feel that it has two (2) 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 (1) 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. Such product should be identified as a new product and a brief



**G. Quotations (Cont'd.)**

explanation written as a 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 unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

The solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

Vendors may contact Tina Marie Booth via e-mail at [Tinamarie\\_M\\_Booth@mcpsmd.org](mailto:Tinamarie_M_Booth@mcpsmd.org) or the item specification spreadsheet in excel. Upon receipt of the e-mail, vendors will enter their bid price, brand, and model in the appropriate cells. Please DO NOT use dollar signs or make alterations of any kind to any columns. Print, a copy of the completed Item Specification, excel file and include it with your bid submission. Save the completed Item Specification excel file to a CD or thumb drive and submit with your bid response. Emailed spreadsheets will not be accepted at this time. Vendors without the capability of providing price, brand, and model information on a CD or thumb drive shall enter the information on the Item Specification pages included in the bid package.

**L. 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 also agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost and to the satisfaction of MCPS.

**M. Quantities**

The item quantities specified herein reflect a variable of plus or minus twenty percent (20%) of the totals indicated. It is not the intention to purchase entire quantities shown at one time. Individual purchase orders will be issued to the successful vendor(s) as needs arise during the contract term.

The number of units shown on this bid may vary as needs arise during the contract term and as budget limitations permit. MCPS shall not be obligated to purchase any specific quantity. Partial quantities may be shown on each purchase order. The usual quantity per warehouse order is one-fourth to the total quantity stated.

**N. Packaging**

All items shall be clearly marked with the brand name of the article, quantity enclosed, size and/or color. All bulk material designated by the word "**Pallet**", shall be delivered on pallets not less than 36 inches wide. The material shall be palletized in accordance with accepted trade practices. Pallets may be the disposable type.



**O. Labeling**

Chemical and other material that could be harmful or poisonous if misused must be labeled in accordance with the Federal Hazardous Substance Act. All items must be boxed and labeled as to content. Including brand, quantity, color and size.

**P. Material Safety Data Sheets**

All vendors offering a brand other than specified are required to submit with their bid a material safety data sheet on each item. After, the successful vendors shall provide MSDS with each shipment, as required by Federal Regulations. All data sheets must be identified with bid number and item number. Failure to submit the material safety data sheet will disqualify your bid.

**Q. Customer References**

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

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

**R. Award Criteria**

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

**S. Errata/Addendum**

Changes and addenda may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website at <http://www.montgomeryschoolsmd.org/departments/procurement> under "Event Calendar" or contact the Procurement Unit Office at 301-279-3090 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. Vendor Obligation****Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

**I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this



obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

## **II. Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made



by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

**U. GIF Electronic Picture File**

MCPS has instituted a new Financial Management System which allows MCPS end-users to view an electronic picture of the items. Upon determination of award, all suppliers submitting a response to this Invitation for Bid will be sent a Pre-Award Notification which will detail all of the awards that will be recommended to the Board of Education. Upon receipt of the Final Award Notification, it is requested that suppliers email a GIF electronic picture file of the item(s) they were awarded to [Tinamarie\\_M\\_Booth@mcpsmd.org](mailto:Tinamarie_M_Booth@mcpsmd.org).

**V. 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, and 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.

**W. eMaryland Marketplace**

As of June 1, 2008 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 [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**X. Inquiries**



All inquiries concerning this bid must be submitted in writing to Tina Marie Booth, Buyer, Montgomery County Public Schools, Procurement Unit, 45 W Gude Dr. Suite 3100, Rockville, Maryland 20850 or via fax at 301-279-3173. All inquiries must be received four (4) business days prior to the bid due date in order 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 quotation 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/>







**Company Name:** \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Ord	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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34253 Part A

Items to be delivered to MCPS Supply Warehouse

17934 05-40-134	CLAY OIL BASE GREEN GRAY NONTOXIC NONADHESIVE NON- HARDENING 1 LB PKG AP LABEL	120	Pkg.					
17935 05-40-143	CLAY SPONGE ELEPHANT EAR 3" X 3 1/2" AS AEGEAN; HYDRA 3312	300	Each					
17936 05-40-161	CONES KILN 06 SMALL SIZE 1 1/8" HIGH 50/BOX AS ORTON JR-06	1	Box					
17938 05-40-152	CONES KILN #04 SMALL SIZE 1 1/8" 50/BOX AS ORTON JR-04	18	Box					
17942 05-40-221	STILTS KILN #11 1", 12/PKG AS BELL RESEARCH; STAR 11-4	70	Pkg.					
17944 05-40-029	GLAZE LIQUID JET BLACK LEADFREE CONE 05-07 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL AS SAX TRUE FLOW 9-416950-705 SHINY BLACK	360	Each					

Item Specification  
Ceramic Supplies

Bid No: 4065  
Cycle No: 13

From: 03/29/2018  
To: 03/28/2019

Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
05-40-032	17945	GLAZE LIQUID OPAQUE WHITE LEADFREE	300	Each				
		CONE 06 PINT CONTAINER						
		MUST BE AP OR CP APPROVED WITH LABEL						
		AS SAX TRUE FLOW 9-416914-705 SNOW WHITE						
05-40-035	17946	GLAZE LIQUID LIGHT GRAY LEADFREE CONE	180	Each				
		06 PINT CONTAINER						
		MUST BE AP OR CP APPROVED WITH LABEL						
		AS SAX TRUE FLOW 9-1399343-705 LIGHT GRAY						
05-40-036	17947	GLAZE LIQUID PINT ROYAL BLUE LEADFREE	360	Each				
		CONE 06 PINT CONTAINER						
		MUST BE AP OR CP APPROVED WITH LABEL						
		AS SAX TRUE FLOW 9-416941-705 MOSAIC BLUI						
05-40-038	17948	GLAZE LIQUID CHROME GREEN LEADFREE	240	Each				
		CONE 06 PINT CONTAINER						
		MUST BE AP OR CP APPROVED WITH LABEL						
		AS SAX TRUE FLOW 9-1300256-705 FOLIAGE GREEN						
05-40-041	17949	GLAZE LIQUID LIGHT GREEN LEADFREE CONE	300	Each				
		06 PINT CONTAINER						
		MUST BE AP OR CP APPROVED WITH LABEL						
		AS SAX TRUE FLOW 9-1300255-705 NEW LEAF GREEN						



**Company Name:**

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
	17950 05-40-044	GLAZE LIQUID TURQUOISE LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	300	Each				
		AS SAX TRUE FLOW 9-416938-705 TAHITI BLUE						
	17951 05-40-053	GLAZE LIQUID LEMON YELLOW LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	300	Each				
		AS SAX TRUE FLOW 9-416926-705 SASSY YELLOW						
	17952 05-40-047	GLAZE LIQUID PINK LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	280	Each				
		AS SAX TRUE FLOW 9-401462-705 PRETTY IN PINK						
	17953 05-40-030	GLAZE LIQUID AMBER LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	200	Each				
		AS SAX TRUE FLOW 9-416947-705 RICH CHOCOLATE BROWN						
	17954 05-40-045	GLAZE LIQUID BURGUNDY LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	360	Each				
		AS SAX TRUE FLOW 9-406312-705 TRUE RED						

Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
05-40-242	17955	GROUT WHITE MOSAIC TILE NONTOXIC	6	Each				
		NONSHRINKING AND WATERPROOF NO						
		ASBESTOS OR TALC PKD 5 LB/PKG						
AS DURABOND 5#								
05-40-230	17956	KILN WASH PKD 5 LB/PKG	24	Pkg.				
		AS A & C M4K12W4; CLAYWORKS K11NW;						
05-40-122	17957	KNIFE CLAY FETTLING NON-CORROSIVE	420	Each				
		FLEXIBLE STEEL BLADE WITH SECURE HANDLE						
AS KEMPER F-96								
05-40-188	17958	POST KILN SQ. 1 1/2" X 1 1/2"X 3" SUPPORTS	96	Each				
		REFRACTORY SHELF						
AS AMACO; BELL RESEARCH								
05-40-191	17959	POST KILN SQ. 1" X 1" X 6" SUPPORTS	70	Each				
		REFRACTORY SHELF						
AS AMACO; SCHOOL SPECIALTY 1351596; BELL RESEARCH								
05-40-125	17960	RUBBER POTTERY FINISHING MEDIUM SIZE 3"	300	Each				
		WIDE						
AS KEMPER FRSM								
05-40-206	17963	SHELF, KILN 21" ROUND, FOR L&L J-230 KILN	1	EACH				
		AS RNL CERAMICS 21"; SPECTRUM SPHA02						



Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Ord	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
05-40-185	17964	POST KILN SQ. 1" X 1" X 4" SUPPORTS	96	Each				
		REFRACTORY SHELF						
AS AMACO; BELL RESEARCH								
05-40-002	17965	TILE CLAY BISQUE 4 1/2" X 4 1/2"	300	Each				
		AS DALTILE; SCHOOL SPECIALTY						
05-40-005	17966	TILE CLAY BISQUE 6" X 6"	600	Each				
		AS DALTILE						
05-40-254	17968	TILE MOSAIC CERAMIC ASST. COLORS PKD 2	10	Each				
		LB/PKG						
AS SCHOOL SPECIALTY 1415834; WINDTREE MT-2; DIAMOND TECH MS724								
05-40-128	17969	TOOL CLAY MODELING BOXWOOD 8"	450	Each				
		AS KEMPER WT6						
05-40-131	17970	TOOL CLAY MODELING 8" HEAVY DUTY WOOD	360	Each				
		WITH RIBBON STYLE LOOP						
AS KEMPER 8R2								
05-40-146	17971	TOOL CLAY WHEEL HALF ROUND	100	Each				
		AS KEMPER KSP-4						

# Item Specification

Ceramic Supplies

**Company Name:** \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
05-40-117	17972	NEEDLE CLAY TOOL HARD-WOOD HANDLE	800	Each				
		AS KEMPER PNH						
05-40-233	17973	SCRAPER 4-5/8" FLEXIBLE STEEL	200	Each				
		AS KEMPER S-1						
05-40-236	17974	SCRAPER 3" SERRATED FLEXIBLE ALUMINUM	300	Each				
		AS KEMPER S-10						
05-40-017	17975	CLAY BODY EARTHENWARE RED CONE 06-1	400	Each				
		MOIST, TALC FREE MAX.-10% SULPHUR. SHALL CONSIST OF 15- 20% WATER BY WEIGHT & BE OF EVEN CONSISTENCY. SUITABLE FOR HAND BUILDING & WHEEL THROWING PKD -50#/HEAVY PLASTIC BAG & LABELED W/HAZARD WARNING INCLUDE MATERIAL DATA SHEET						
		AS LAGUNA EM-106						
05-40-014	17976	CLAY BODY EARTHENWARE WHITE CONE	2200	Each				
		06-04 MOIST TALC FREE & SULPHUR FREE. SHALL CONSIST OF 15-20% WATER BY WEIGHT & BE OF EVEN CONSISTENCY. SUITABLE FOR HAND BUILDING AND WHEEL THROWING; PKD -50# HEAVY PLASTIC BAG & LABELED W/HAZARD WARNING						
		AS LAGUNA EM-100						



Company Name:

Group/ Seq No	Item/ Whse/ Ord	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
05-40-015	17977	CLAY BODY WARM BROWN STONEWARE	700	Each				
		CONE 04-6 MOIST MAX 10% SULPHUR SHALL CONSIST OF 15-20% WATER BY WEIGHT & BE OF EVEN CONSISTENCY. SUITABLE FOR HAND BUILDING & WHEEL THROWING PKD 50# HEAVY PLASTIC BAG LABELED W/HAZARD WARNING INCLUDE MATERIAL DATA SHEET  AS LAGUNA WC-613; AMACO						
05-40-402	21272	GLAZE CLEAR LEAD FREE 1 GALLON CONE	120	Gallon				
		05-06  AS SAX TRUE FLOW 9-416911-705 NATURAL CLEAR						
05-40-160	38319	CONES KILN #05 SMALL SIZE 1 1/8" 50/BOX	1	Box				
		AS ORTON						
05-40-224	27691	KILN SPURS 3/8"h, 7/8" POINT 12/PKG	1	Pkg				
		AS AMACO 11298R						
05-40-203	27692	KILN SHELVES 15" ROUND FOR PARAGON	1	Each				
		SNF-82-3 *ONLY ROUND SHELVES WILL BE ACCEPTED  AS DAL TILE; RNL CERAMICS 15"; SPECTRUM SPHA04						
34254 Part B								

Items to be delivered to individual MCPS schools  
and offices.

**Item Specification**  
Ceramic Supplies

**Bid No:** 4065  
**Cycle No:** 13

**From:** 03/29/2018  
**To:** 03/28/2019

**Company Name:** \_\_\_\_\_

Group/ Seq No	Item/ Whsel/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
23988		LIQUID UNDERGLAZE, BLACK, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; SPECTRUM GLAZES; MAYCO UG50	25	Pint				
23987		WAX RESIST SOLUTION, NON TOXIC  AS STANDARD WAX RESIST	5	Pint				
17978		CLAY BODY STONEWARE MOIST WHITE. CONE 6-10 50 LB TALC & SULPHUR FREE. SHALL CONSIST OF 15-20% WATER BY WEIGHT & BE OF EVEN CONSISTENCY SUITABLE FOR HAND BUILDING AND THROWING. PKG IN HEAVY PLASTIC BAG WITH WARNING LABEL INCLUDE MATERIAL DATA SHEET  AS LAGUNA; AMACO; STANDARD CREAM 181;	25	Each				
23993		LIQUID UNDERGLAZE, MAHOGANY BROWN, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2105; SPECTRUM GLAZES; MAYCO UG31	25	Pint				
23992		LIQUID UNDERGLAZE, LIGHT BROWN, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2168; SPECTRUM GLAZES; MAYCO UG32	25	Pint				



Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
23991		LIQUID UNDERGLAZE, TURQUOISE, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2184; SPECTRUM GLAZES; MAYCO UG82	25	Pint				
23990		LIQUID UNDERGLAZE, MEDIUM BLUE, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2190; SPECTRUM GLAZES; MAYCO UG2	25	Pint				
23989		LIQUID UNDERGLAZE, WHITE, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2192; SPECTRUM GLAZES; MAYCO UG51	25	Pint				
23994		LIQUID UNDERGLAZE, DARK GREEN, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2113; SPECTRUM GLAZES; MAYCO UG210	25	Pint				
23995		LIQUID UNDERGLAZE, PINK, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID  AS AMACO; GARE UG-2132; SPECTRUM GLAZES; MAYCO UG146	25	Pint				

Item Specification  
Ceramic Supplies

Bid No: 4065  
Cycle No: 13

From: 03/29/2018  
To: 03/28/2019

Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
23996		LIQUID UNDERGLAZE, BRIGHT YELLOW, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID	25	Pint				
		AS AMACO; SPECTRUM GLAZES; MAYCO UG46						
23997		LIQUID UNDERGLAZE, LILAC, LEADFREE, AP SEAL, CONCENTRATE OPAQUE LIQUID	25	Pint				
		AS AMACO LUG-54; SPECTRUM GLAZES; MAYCO UG92						
23998		GLAZE LIQUID LEAF GREEN LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	200	Pint				
		AS AMACO; SPECTRUM GLAZES; DUNCAN IN1037						
23999		GLAZE LIQUID REGAL PURPLE LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	200	Pint				
		AS AMACO; SPECTRUM GLAZES; DUNCAN IN1011						
24000		GLAZE LIQUID CHOCOLATE BROWN LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	200	Pint				
		AS GARE NTG 9034; DUNCAN IN1666						

Company Name: \_\_\_\_\_

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
39639		GLAZE LIQUID LIGHT BROWN LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	5	Each				
		AS SAX TRUE FLOW 9-1399341-705 LIGHT MUSHROOM BROWN						
39640		GLAZE LIQUID PURPLE LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	10	Each				
		AS SAX TRUE FLOW 9-1399338-705 PURPLE						
39641		GLAZE LIQUID ORANGE LEADFREE CONE 06 PINT CONTAINER MUST BE AP OR CP APPROVED WITH LABEL	10	Each				
		AS SAX TRUE FLOW 9-1399335-705 ORANGE						



