

**THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
301-279-3123**

August 22, 2018

**INVITATION FOR BID**

**4097.7, Science Equipment Repair Service**

Bid Opening Time: 2:00PM

Bid Opening Date: September 5, 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: November 1, 2018 through October 31, 2019
2. Terms of Delivery: 30 Days
3. Delivery Destination: Individual Location, Noted on Purchase Order
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(s)/Extension(s) \_\_\_\_\_
5. Fax Number \_\_\_\_\_
6. Email Address \_\_\_\_\_
7. 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 (s)/Extension(s) \_\_\_\_\_
4. Fax 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 AND SUA PAYMENT PROGRAM:** MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

☐ Yes, we accept MasterCard

☐ No, we do not accept MasterCard

**Note:** Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change is enacted, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA

payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail [SUA@mcpsmd.org](mailto:SUA@mcpsmd.org) to register for SUA, or e-mail [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) to request ACH registration forms.

**VI. PURCHASE ORDER PREFERENCE:** Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or U'S 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 4097.7. Science Equipment Repair Service

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 4097.7. Science Equipment Repair Service Cont.

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 320  
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](mailto: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 charge 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**

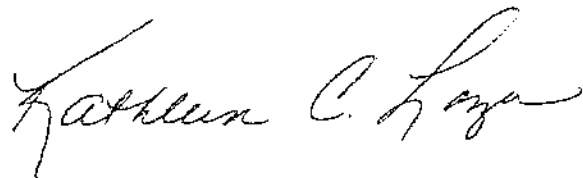
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

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.

## Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
30046		CLEAN LUBRICATE ADJUST AND INSPECT MICROSCOPES TO INCLUDE: 1. Clean optical surfaces, to include eyepieces, objectives, base condenser & stage condenser. 2. Clean body & base of microscope. 3. Remove old grease on dove guides, which corresponds with the coarse focusing system. 4. Lubricate fine focus knobs. 5. Correct stage drifting. 6. Check lighting units & electrical systems, includes circuit boards, fuses & bulbs. 7. Tighten all screws, includes eyepieces, mechanical stages, fine focus rubber feet. 8. Examine iris & dis. diaphragm to ensure they are performing correctly. 9. Recommend new parts only when parts are clearly damaged and not functioning properly.	200	Each				
30047		CLEAN LUBRICATE ADJUST AND INSPECT STUDENT BALANCES	200	Each				
30048		CLEAN ADJUST AND CALIBRATE SPECTROPHOTOMETERS  MODELS INCLUDE SPEC 20, SPEC 21, SPEC 710	200	Each				
30049		CLEAN ADJUST AND CALIBRATE PH METERS  MODELS INCLUDE JENCO 671P, JENCO 603A, CORNING 340, CORNING MODEL 7	200	Each				
30050		CLEAN ADJUST AND CALIBRATE ELECTRONIC BALANCES  MODELS INCLUDE OHAUS S-200, ACCULAB V-200, SHIMDZU EB-3200D, SHIMDZU AEU-210	200	Each				

Company Name:

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
30051		CLEAN AND ADJUST VIDEO MICROSCOPES	200	Each				
MODEL VK-C150								
30052		ADDITIONAL REPAIRS - RATE OF SERVICE	1	Per Hr				

7 Items      Sort Seq. Document Sequence No. within Group Number

# Request Specification Vendor List

## Science Equipment Repair Service

4097

Commodity:  
78535

08/21/2018

Page 1 of 2

Type: B Cycle: 7  
Status: A Cycle Status:  
Bin: Rec Loc:

From: 09/05/2018 Mail: 07/25/2018  
To: 09/04/2019 Open: 08/28/2018  
Buyer: DA Board: 10/09/2018

<b>ASSOCIATED MICROSCOPE INC - 29030</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>29030</b>	<b>MFD Code:</b>
(336) 538-1842	204	STEPHANIE ENOCH	(336) 538-1842	201	Disabled: N Ethnic Code: 99
(800) 476-3893			(800) 476-3893		Active: A Female Owner: N
<b>Fax:</b> (336) 538-1847			<b>Fax:</b> (336) 538-1847		
PO BOX 1076					
ELON, NC 27244-0000					
email: info@associatedmicroscope.com					
This address is for shipping only(302 East Maint Street Haw River, NC 27258). The PO Box 1076, Elon College address is for all mail					
<b>BRIDGE PATH SCIENTIFIC LLC - 54768</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>109</b>	<b>MFD Code:</b>
SUITE 105	109	PATRICK HALEY	(240) 436-5146	109	Disabled: N Ethnic Code: 99
4841 INTERNATIONAL BLVD			(000) 000-0000		Active: A Female Owner: 99
FREDERICK, MD 21703-0000			<b>Fax:</b> (240) 436-5152		
PATRICK Haley: phaley@bridgepathsci.com					
TIN: EIN-861158938					
<b>DOMINION MICROSCOPE INC - 4733</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>63072</b>	<b>MFD Code:</b>
1800 IDLEBROOK CT		SHAWN O'CONNELL	(804) 740-0810		Disabled: N Ethnic Code: 99
RICHMOND, VA 23233-0000			(800) 390-0065		Active: A Female Owner: N
<b>Fax:</b> (804) 740-3419			<b>Fax:</b> (804) 740-3419		
<b>FLINN SCIENTIFIC INC - 12058</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>12058</b>	<b>MFD Code:</b>
PO BOX 219	3799	KEVIN THEESFELD	(630) 879-6900		Disabled: N Ethnic Code: 99
770 N RADDANT ROAD			(800) 452-1261		Active: A Female Owner: Y
BATAVIA, IL 60510-0219			<b>Fax:</b> (866) 452-1436		
<b>METRO SCOPES - 50900</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>22704</b>	<b>MFD Code:</b>
5010 BRANCHVILLE RD		FRANK N WATERMAN	(301) 441-8898		Disabled: N Ethnic Code: 24
COLLEGE PARK, MD 20740-0000			(888) 488-8574		Active: A Female Owner: 2
<b>Fax:</b> (301) 441-8147			<b>Fax:</b> (301) 441-8147		
<b>PARCO SCIENTIFIC CO - 15317</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>15317</b>	<b>MFD Code:</b>
PO BOX 851559		ISAAC YEUNG	(877) 592-5837		Disabled: N Ethnic Code: 99
WESTLAND, MI 48185-0000			(877) 592-5837		Active: A Female Owner: Y
<b>Fax:</b> (877) 592-5838			<b>Fax:</b> (877) 592-5838		
<b>SIERRA BIOSYSTEMS LLC - 54767</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>149</b>	<b>MFD Code:</b>
5010 BRANCHVILLE ROAD	149	RENAE GARLICK	(973) 912-5163	149	Disabled: N Ethnic Code: 99
COLLEGE PARK, MD 20740-0000			(000) 000-0000		Active: A Female Owner: 99
<b>Fax:</b> (973) 232-0077			<b>Fax:</b> (973) 232-0077		
<b>SPIROFF, GEORGE P. - 48578</b>		<b>Contact</b>	<b>FIS Vendor:</b>	<b>19334</b>	<b>MFD Code:</b>
GENERAL PRECISION SPECIALTIES		GEORGE P SPIROFF	(304) 298-4000		Disabled: N Ethnic Code: 99
124 MAPLE STREET			(866) 298-3808		Active: A Female Owner: 99
FORT ASHBY, WV 26719-0000			<b>Fax:</b> (304) 298-4040		

Driver: Spotty Kiser call 301-707-3085 alternate contact person Spotty's e-mail skiser41@hotmail.com

Request Specification  
Vendor List

Science Equipment Repair Service		4097	Commodity: 78535	08/21/2018 Page 2 of 2
Type: B	Cycle: 7			
Status: A	Cycle Status:			
Bin:	Rec Loc:			
			From: 09/05/2018	Mail: 07/25/2018
			To: 09/04/2019	Open: 08/28/2018
			Buyer: DA	Board: 10/09/2018

UNIVERSAL SCIENTIFIC INSTRUMENTS - 2292	Contact	FIS Vendor: 61873	MFED Code: 99
(301) 593-2511	ROBERT GIERKE	(301) 593-2511	Disabled: N Ethnic Code: 99
(000) 000-0000		(000) 000-0000	Active: A Female Owner: N
Fax: (301) 593-6824		Fax: (301) 593-6824	
Total Vendors: 9		Minority Vendors: 3	

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

**Invitation for Bid #4097.7, Science Equipment Repair Service**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to obtain fixed cost maintenance and repair service for microscopes, student balances, electronic balances, spectrophotometers, pH meters and video microscopes for Montgomery County Public Schools' (MCPS) middle and high schools within Montgomery County, Maryland.

**B. Scope**

The proposals offered shall include a maintenance service fee per instrument for cleaning, lubrication, adjustment, calibration and inspection for worn, damaged and missing parts. **A separate per hour rate shall be included for additional repair services.**

The successful bidder(s) shall, at the time of cleaning, inspect the covered equipment for signs of wear, damage or defect, to include electrical cords and plugs. If replacement of parts is needed, the successful bidder(s) shall provide an itemized list of the required repairs and parts to the respective science resource teacher, who shall then obtain authorization for additional service. After service is complete, a statement of the service performed and charges will be given to the MCPS science resource teacher.

MCPS covers an area of 500 square miles. Repair service will be required in twenty-seven (27) high schools and thirty-eight (38) middle schools throughout Montgomery County, MD.

**C. Service**

Service will be required within two (2) weeks of receiving a request from the MCPS, Department of Curriculum and Instruction Science Supervisor. The awarded contractor(s) will receive the service instructions with final award notifications.

**D. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable fee and unit prices with consideration being given to any previous performance for the Board of Education in regard to quality of service and acceptable merchandise, and with consideration

given to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to one (1) successful contractor 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.

**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 three (3) additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor(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. MCPS reserves the right to add and delete items, services and/or contractors as needed.

**F. Provision For Price Adjustment**

The unit price quoted herein is subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime prior to award. Recommendations for award, however, shall be made based on the original bid submission only.

Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer. The successful bidder must notify the senior buyer of the Department of Materials Management Procurement Unit of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor fees and equipment and parts **will not** be considered for the first 180 days of the contract. Thereafter the successful contractor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor fees will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed seventy-five percent (75%) of the percentage change of the January 1 CPI, rounded to the nearest tenth of a percentage. Downward adjustments using this calculation shall be made by MCPS without a request from the successful contractors.

MCPS reserves the right to accept or reject a request for price adjustment as is determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved a contract amendment will be issued authorizing the increase.



**G. Interpretation of Specifications**

The services in the attached list are specified to meet our minimum requirements. Therefore, contractors are informed that they must provide service parts in conformance to quality standards as per the brand specified.

**H. 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 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 for future bids. Such product should be identified as a new product and a brief 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.

**I. Warranty**

The supplier warrants that all services rendered 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.

**J. Contractor Requirements**

The contractor shall take all necessary precautions during the period of service to protect existing MCPS facilities from damage by the contractor, contractor's employees, subcontractors or the subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the contractor, contractor's employees, subcontractor, or the subcontractor's employee's.

The key personnel named in this proposal shall remain responsible throughout the period of the contract. It shall be the contractor's responsibility to provide MCPS with timely notice of any change of key personnel. In the event of a change, the replacement shall have qualifications equal to or better than the prior. MCPS reserves the right to approve any field supervisors and managers directly responsible for the performance of this contract.

**Contract Personnel – Identification**

Identification badges will be provided by MCPS and shall be worn at all times while on MCPS property. Should any person be found on MCPS premises without this badge, the contractor shall be considered in violation of the contract terms, which may be cause for cancellation of this contract.

Employees shall not use any form of tobacco or controlled substances in any school building or on any grounds belonging to MCPS.

Employees shall not use any school equipment or facilities (with the exception of rest rooms) including telephones, lounges, and gyms.

All work shall be scheduled according to the mutual agreement of the respective MCPS science resource teacher and school administration to avoid conflicts with school activities. The workday is considered to be 6:30 a.m. through 3:00 p.m. Changes may be made only by obtaining approval in advance from the respective science resource teacher and school administration.

**An authorized MCPS staff person must be in the building whenever any contractor is present and working in the building.**

**K. Contractor Obligation – See Attached**

**Contractors' and sub-contractors' responsibility regarding registered sex offenders:**

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 \$5000.00 fine.

Each contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a 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 subcontractors and/or independent contractors it used 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.

**L. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful contractor(s) records pertaining to work performed under this 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 (3) years thereafter.
2. Contingent Fee – The successful contractor(s) hereby certifies 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 contingency fee, except for bona fide employees or bona fide established commercial patronage of 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, any interest herein, nor claim thereunder, shall be assigned or transferred by the successful contractor(s) except as expressly authorized in writing by MCPS. No contract shall be made by the successful contractor(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.

**M. 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 services 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. _____			

**N. Award Criteria**

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

**O. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Deborah Ashcom in the Procurement Unit at [Deborah\\_K\\_Ashcom@mcpsmd.org](mailto:Deborah_K_Ashcom@mcpsmd.org), to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

**P. Inquiries**

Inquiries regarding this solicitation must be submitted in writing via e-mail to [Deborah\\_K\\_Ashcom@mcpsmd.org](mailto:Deborah_K_Ashcom@mcpsmd.org), or fax to 301-279-3173. Questions must be received no later than four (4) business days prior to the bid opening date to allow sufficient time for the bidder to receive a reply before submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Contractor contact with any MCPS employee, outside the Division of Procurement, regarding this solicitation before the contract is awarded by the Board of Education will be considered an attempt to obtain an unfair advantage and result in non-consideration of the proposed bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

Q. eMaryland Marketplace

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emaryland.buyspeed.com/bso/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

R. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

**II. DETAILED SPECIFICATIONS**

The equipment that MCPS intends to have repaired consists of a variety of brands and styles. Each high school will have approximately 60 microscopes and 30 balances. Each middle school will have approximately 30 microscopes and 15 balances. Throughout the school system there are approximately 10 pH meters and 20 spectrophotometers. Below is a list of some of the commonly used brands and styles.

Various styles of Microscopes include:

- Standard
- Oil Immersion
- Stereo

Various styles of Balances include:

- Triple Beam
- Double Beam
- Pan
- High and Low Form

Various brands of electronic balances include:

- Ohaus
- Acculab V-200
- Shimmdzu AEU-210
- Shimmdzu EB-3200D

Various brands of electronic spectrophotometers include:

- Spectronic 20
- Spectronic 21
- Spectronic 710

Various brands of pH meters include:

- Jenco 671P
- Jenco 603ACorning Model 340
- Corning Model 7

Various brands of video microscopes include:

- Hitachi VK-C150

Not all equipment will be serviced in one (1) year. Approximately 50% will be serviced, and of that 50%, half will require additional repair. The amount and type of service will differ with each school. The resource teacher will determine how best the budgeted amount will be spent to meet the needs of the program.

**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 any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal background checks. A list of Maryland State approved fingerprinting agencies can be found on the Procurement Unit website at

<https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>

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

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

Updated August 21, 2018

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.





## Response Form for Required Criminal Background Checks

Department of Materials Management, Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland 20850

**MCPS Form 235-40**  
**October 2015**  
**Page 1 of 2**

**PLEASE COMPLETE AND RETURN TO THE  
PROCUREMENT UNIT WITHIN 10 BUSINESS DAYS:**  
45 West Gude Drive, Suite 3100, Rockville, MD 20850 or  
Fax to 301-279-3173

Under a Maryland law (Section 6-113 of the Education Article of the Maryland Code) enacted in July, 2015, any contractor or member of the contractor's workforce who will be working in a Montgomery County Public Schools (MCPS) facility where they have direct, unsupervised, and uncontrolled access to students must undergo a criminal background check, including fingerprinting. This new law is in conjunction with the Maryland law stating that contractors may not knowingly employ a registered sex offender to work in a school. Additional information can be found by viewing the Contractor Obligation Packet at <http://www.montgomeryschoolsmd.org/departments/procurement>.

### SECTION 1: CONTRACTOR INFORMATION—to be completed for new contracts and current contract extensions.

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

Print Representative's Name: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

E-mail: \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Tax ID# \_\_\_\_\_ OR Social Security #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contract/RFP/Bid # and Name: \_\_\_\_\_

### SECTION 2: PLEASE CHECK THE STATEMENT THAT APPLIES AND RESPOND ACCORDINGLY

**As an independent contractor, or having individuals in my direct employ, or having subcontracted out part or all of my work for MCPS**

**A. \_\_\_\_\_ I/WE will have direct, unsupervised or uncontrolled access to children while performing work for Montgomery County Public Schools (MCPS).**

- ☐ These individuals will undergo a criminal background check, including fingerprinting, receive required MCPS training, and be issued a MCPS identification badge prior to performing work for MCPS. Please see the MCPS Contractor Obligation Packet for approved methods of obtaining required fingerprinting services.

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

- ☐ These individuals have undergone a criminal background check, including fingerprinting, within the last 12 months, but have not been approved for MCPS identification badges. The respective criminal background check report for each individual is attached. The reports will be reviewed and must be approved by MCPS before these individuals are notified to receive required MCPS training and be issued a MCPS identification badge.

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

- ☐ I am an existing contractor and we are in compliance with all MCPS contractor requirements. **All of our staff have been approved for MCPS identification badges.** I understand that I must notify MCPS if I am adding additional staff or subcontractor staff or if I am removing staff from my workforce and have attached a separate list of those individuals.

**B. \_\_\_\_\_ Neither myself nor any of the individuals in my direct employ, or who have been subcontracted, will have direct, unsupervised or uncontrolled access to children while performing work for MCPS for the following reason:**

### SECTION 3: SIGNATURE

This documentation confirms that the company's direct employees, and those of any subcontractors and/or independent contractors assigned by this company to perform work in a MCPS school facility under the contract, meet the criminal background check, including fingerprinting, obligation as specified in Maryland law, Section 6-113 of the Education Article of the Maryland Code.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Office of Human Resources and Development  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland

**AUTHORIZATION TO RELEASE RESULTS OF  
CONTRACTOR CRIMINAL BACKGROUND CHECK TO EMPLOYER**

I, \_\_\_\_\_, have been assigned to work on a Montgomery County Public Schools (MCPS) worksite as an employee or member of the workforce of a business or entity that has a contract with MCPS to provide goods and/or services to the school system. Pursuant to MCPS policy and recent amendments to § 5-561 of the Family Law Article of the Maryland Code, I have been fingerprinted as part of a criminal background check for my work on an MCPS worksite for a MCPS contractor. I hereby authorize MCPS to release to my employer reports regarding any and all criminal history records that MCPS receives as a result of the criminal background check. As a MCPS contractor, your employer may be required to take appropriate steps to promptly follow up on information identified in the criminal background check. For more information, see [http://www.montgomeryschoolsmd.org/uploadedFiles/departments/procurement/FAQs%20June%202015\(1\).pdf](http://www.montgomeryschoolsmd.org/uploadedFiles/departments/procurement/FAQs%20June%202015(1).pdf)

**TO BE COMPLETED BY INDIVIDUAL UNDERGOING BACKGROUND CHECK:**

Name: (Last, First, Middle)

Alias, Maiden, or Former Names:

Date of Birth: (Secondary Identifier)

**TO BE COMPLETED BY CONTRACTING COMPANY:**

Name of Contractor:

Name of Sub-Contractor: *(if applicable)*

Authorized Representative:

Address:

City, State, Zip

Telephone Number:

Email Address:

**TO BE SIGNED BY INDIVIDUAL UNDERGOING BACKGROUND CHECK:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# Montgomery County Public Schools

## FINGERPRINTING/CRIMINAL BACKGROUND CHECK LOCATIONS FOR CONTRACTORS/VENDORS

MCPS Contractors/Vendors requiring a criminal background check may be fingerprinted at any State approved fingerprinting agency or one of the local agencies listed below:

### STATE APPROVED AGENCY

A list of State approved fingerprint agencies and their locations can be found at the following site:

<http://www.dpscs.state.md.us/publicservs/fingerprint.shtml>

### AMERICAN IDENTITY SOLUTIONS

7361 Calhoun Place, Suite 485  
Rockville, MD 20855  
301.296.4499

6701 Democracy Blvd, Suite 100  
Bethesda, MD 20817  
301.571.9479

12501 Prosperity Drive, Suite 200  
Silver Spring, MD 20904  
240.670.7952

Walk-ins Monday through Friday from 9:00am to 5:00pm.  
Appointments available at all locations; Saturdays upon request and prior appointment.  
Cost: \$57.25 plus an additional \$1.20 processing fee if using a credit/debit card.

### INQUIRIES INC - AUTHXPERTS

9211 Corporate Blvd, Suite 215  
Rockville, MD 20850  
866.721.0746  
301.926.2640 X 100

8707 Commerce Drive, Suite A  
Easton, MD 21601  
866.987.3767  
410.822.3571

Rockville location - Walk-ins Monday through Friday from 9:00am to 5:00pm;  
Saturday on request and prior appointment.  
Easton location – Walk-ins Monday and Tuesday from 9:00am to 5:00pm;  
Wednesday, Thursday, and Friday by appointment.

### FREQUENTLY ASKED QUESTIONS

- |                           |  |
|---------------------------|--|
| • <b>WHAT TO GET:</b>     | State and FBI Background Checks  |
| • <b>WHAT TO BRING:</b>   | Valid Photo ID (Driver's License, Passport, or Green Card)   |
| • <b>WHAT TO KNOW:</b>    | MCPS Agency Authorization #0000084571  |
| • <b>WHAT TO DO NEXT:</b> | Forward a copy of the receipt provided by the fingerprint agency to the Procurement Unit within five business days of being printed. |
| • <b>WHO TO CALL:</b>     | Procurement Unit 301.279.3555  |

## **Required Criminal Background Screening Process for Contractors FAQs**

- **What contractors are subject to the criminal background screening process?**

Under a recently enacted Maryland law, any contractor, or member of the contractor's work-force, who will be working in an MCPS facility where they have direct, unsupervised, and uncontrolled access to students must undergo a criminal background check, including fingerprinting. Examples of contractors requiring this criminal background check are visiting nurses, speech and language therapists, occupational therapists, physical therapists, resident artists, school photographers, bottled water delivery staff, vending machine company staff, and contractors working specific construction projects. Please contact the Procurement Unit, 301-279-3555, or the Department of Facilities Management, 240-314-1060, if you have questions about this requirement.

- **How do these new requirements relate to Maryland law on registered sex offenders?**

Both sets of requirements apply to MCPS contractors. Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its work-force to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere to certain sexual offenses, child sexual abuse offenses, and crimes of violence. For a list of those crimes, see Contractors' Obligation Regarding Criminal Records of Individual Assigned to Work in MCPS facilities at <http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>. The criminal background check requirement is designed to assist contractors in identifying individuals who fall into any of these categories, as well as those who have committed other offenses that could preclude them from being assigned to a MCPS contract.

- **As a principal I want to hire an individual or group to provide a special program to my students. Does this apply?**

Yes, the criminal background check, including fingerprinting, applies if the outside contractor will have direct, unsupervised, and uncontrolled access to students. The contract needs to include this language and reflect this expectation. Please contact the Procurement Unit if you need support with contract language. Please refer to the Financial Manual, Chapter 15, Consultants and Independent Contractors.

- **How do these requirements apply to Montgomery County Government (MCG) workers?**

MCG employees undergo a criminal background check, including fingerprinting, at the time of hire. They must have their MCG issued identification badge visible or on their person while in the schools. MCPS issues identification badges for County staff in the Linkages to Learning program, who have completed the criminal background check screening requirements.

- **How do these requirements apply to Montgomery College staff working in MCPS sites?**

Montgomery College employees working with the dual enrollment program undergo a criminal background check, including fingerprinting, at the time of hire. They must have their Montgomery College issued identification badge visible or on their person while in the schools.



- **Where do contractors get fingerprinted?**

Contractors can send their work force to the any state approved fingerprinting agency. The list of approved agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>.

- **Where do contractors access required training materials?**

In addition to fulfilling the criminal background screening requirements, contractors must certify to MCPS that training and/or informational materials on recognizing, reporting, and preventing child abuse and neglect are provided to each individual in its work-force who will have direct, unsupervised, and uncontrolled access to students in an MCPS facility. The Child Abuse and Neglect training can be found at <https://www.montgomeryschoolsmd.org/childabuseandneglect/>

- **Where do contractors get badged?**

When contractors fulfill the criminal background screening and training requirements, they may obtain identification badges through the Department of School Safety and Security, CESC, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments can be made by calling 301-279-3066.

- **What happens if a contractor needs to complete an emergency repair and fingerprinting hasn't yet been completed?**

If a contractor needs to have access to a facility due to an emergency and has not been fingerprinted, an MCPS staff person must escort the contractor to the work site and remain with that contractor during the repair.

- **If individuals in a contractor's work-force has already been fingerprinted by MCPS, do they have to be fingerprinted again?**

No. Once the criminal background screening is completed, MCPS will follow up if it receives any reports of criminal activity issues that may raise concerns about an individual working in one of our facilities. The contractor will be notified and must take appropriate steps to promptly follow up on information identified.

- **Do these requirements apply to subcontractors?**

Yes. The requirements apply to all members of a contractor's work-force, including subcontractors.

- **Does MCPS require contractors to report suspected child abuse or neglect?**

Yes. While they are providing services to MCPS, all contractors are personally and directly required to report any suspected instance of abuse or neglect of a child or vulnerable adult, following the

procedures set forth in MCPS policy and regulation, available at [www.montgomeryschoolsmd.org](http://www.montgomeryschoolsmd.org). Additional legal obligations may apply. Any MCPS contractor, acting within his or her service capacity for MCPS, who suspects child abuse and/or neglect and knowingly fails to report it, or who intentionally prevents or interferes with reporting, shall be subject to discipline up to and including discontinuation of services.

- **Who should I contact if I have additional questions?**

Performance Evaluation and Compliance Unit, OHRD, 301-279-3361  
Department of Facilities Management, 240-314-1060  
Department of Materials Management, 301-279-3348  
Procurement Unit, 301-279-3555