



MONTGOMERY COUNTY PUBLIC SCHOOLS
MARYLAND

www.montgomeryschoolsmd.org



301-279-3637

August 8, 2016

RFP Number: 4133.3/LB
Due Date: August 30, 2016
Open Time: 2:00 P.M.

To: Prospective Offerors:

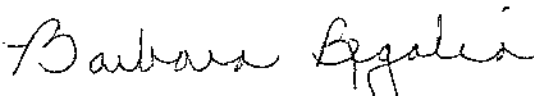
Montgomery County Public Schools (MCPS) is seeking proposals from qualified vendors to provide Rental, Laundering and Purchase of Uniforms to approximately 118 MCPS employees.

Proposals must be received on or before 2:00 p.m., on August 30, 2016. Proposals received after this date and time will not be considered. Proposals must be delivered in a sealed opaque envelope with the RFP number, due date and time indicated in the lower left corner of the envelope. Proposals must be marked on cover pages of each with "ORIGINAL", "COPIES" and "REDACTED". Proposals are to be delivered to Montgomery County Public Schools Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850.

The vendor must submit one (1) original, two (2) copies and one (1) redacted copy of their RFP response. **The proposal must be signed by an official having authority to contract with MCPS.** The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of an emergency closing of Montgomery County Public Schools' offices, this RFP will open at the same time on the next scheduled work day.

Sincerely,


for Kathleen C. Lazor, Director
Department of Materials Management

KCL:lb
Enclosure

Division of Procurement

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

MONTGOMERY COUNTY PUBLIC SCHOOLS
Request For Proposal #4133.3
Rental, Laundering, and Purchase of Uniforms

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 Price Proposal

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

**Request for Proposals 4133.3,
Rental, Laundering, and Purchase of Uniforms**

A. GENERAL CONDITIONS

1.0 Intent

Montgomery County Public Schools (MCPS) is requesting proposals from qualified firms to provide rental of uniforms, laundering services and purchase of new uniforms for the Department of Materials Management (DMM), Division of Maintenance (DOM) and the Department of Transportation (DOT) as specified herein.

A total of five changes per person per week are expected, consisting of any combination of shirts and pants. Polo shirts and other items (jackets, vests, and coveralls) will be purchased and will require laundering service on an as needed basis. Many of these uniforms may be heavily soiled. Purchase and rental items are listed on D. Price Proposal.

MCPS is interested in having a form of on-line tracking system that will enable MCPS staff to obtain the status of the orders (i.e. picked up, being cleaned, delivered, etc.).

MCPS reserves the right to add/delete locations and/or items on an as need basis and as needs change.

2.0 Delivery

Delivery and pickup of rental uniforms shall be made once per week, Monday through Friday, between the hours of 8:30 a.m. and 1:30 p.m. at each location.

Time is of the essence in the performance of this contract. Failure to meet the delivery timeline will be considered as non-compliant with the contract terms.

Uniforms shall be delivered on hangers and covered in plastic.

The successful vendor shall be familiar with MCPS holidays and days closed due to inclement weather.

3.0 Contract Term

The term of contract shall be for two years as stipulated on the Request for Proposals (RFP). 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 four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the current contract. The vendor (s) will have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all

responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend this contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

4.0 Provision for Price Adjustment

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

Price increases on both service labor rate and on products will not be considered for the first year of the contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase on the products shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon 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 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful vendors.

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. If the price increase is approved, a contract amendment will be issued authorizing the increase.

5.0 Interpretation of Specifications

The services/products listed in D. Price Proposal are specified to meet our minimum requirements. Therefore, vendors are informed that the products must meet specifications in all respects.

6.0 Brand Names

Brand names and style numbers indicated in the price proposal form are intended to establish a type, style, grade, color, and texture, level of quality and workmanship as well as appearance that has been approved by MCPS. Due to the uniform requirements associated with the listed apparel, it is essential that "equal/substitutes" match existing items to provide uniformity of appearance and should not be considered the only brand acceptable. If offering an equal product, vendors shall indicate in the spaces provided on the items specifications pages the manufacturers of the items offered. All proposals without explicit exceptions as to brand will be considered by MCPS as intent to provide the specified brand listed, as well as style and color. Substitutions of items after contract award will not be acceptable without prior approval by the Project Manager and will not be an acceptable excuse for a late or non-delivery.

7.0 Quantities

The item quantities specified herein are estimated. MCPS shall not be obligated to any specified quantity. Quantities in this request are subject to change and services dependent upon the

requirements of MCPS and on budgetary limitations. Quantities may change during the term of the contract.

8.0 Customer References

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

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

9.0 Format of Response and Submission Guidelines

The response shall address each RFP specification. Vendors may request a word version of the solicitation via e-mail to Mrs. Laly Bowers, Buyer II in the Procurement Unit at Barbara_Regalia@mcpsmd.org or Procurement@mcpsmd.org to use in preparing their response.

One (1) original, two (2) copies and one (1) redacted copy (if applicable) must be sent by mail, courier, or hand-delivery. No faxes of proposals will be accepted.

The redacted copy shall specifically identify confidential business information or technical data which the offeror or his sub-contractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

Proposals are to be received no later than 2:00 P.M., on August 30, 2016. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
 Procurement Unit
 45 W. Gude Drive, Suite 3100
 Rockville, MD 20850

Please contact the MCPS Procurement Unit via email at Barbara.Regalia@mcpsmd.org or Procurement@mcpsmd.org to receive an electronic MS Word copy of the RFP.

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also reserves the right to ask clarifying questions about submitted proposals. Should proposals submitted require additional clarification and/or supplementary information, applicants should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested. It is understood that your proposal will become part of MCPS' file on this matter without obligation to MCPS.

Your response must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow your qualifications and expertise. We urge you to be specific and brief in your responses.

Respondents must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and respondent during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If respondent answers only "Understand and comply" it is assumed that the respondent complies with MCPS' understanding of the requirement.

MCPS shall not be responsible nor liable for any costs incurred by the respondent in the preparation and submission of their proposals and pricing.

Vendors are requested to submit with their proposal a brief technical proposal that addresses their company profile, history, current operations, service locations, and three references that are presently doing similar services as the one required in these specifications

10.0 Mandatory Submissions

- 10.1 Complete RFP response to include completed Notice to Bidders form
- 10.2 Price Proposal
- 10.3 Include catalogs specifically identifying proposed uniforms.
- 10.4 Include samples of all uniform components, including emblems
- 10.5 Describe how you propose to handle employees on long term leave.
- 10.6 Include letter briefly describing company's profile, history, current operations, service locations, and any other information that would be beneficial to the evaluation committee.
- 10.7 Include three customer references, listing company, contact person, dates of service, phone number fax number and email address.

11.0 **Schedule of Events**

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	August 8, 2016
Questions due:	August 15, 2016
(Responses will be sent to all vendors)	August 19, 2016
Proposals Due:	August 30, 2016
Anticipated award date:	October 10, 2016

All dates are subject to change at the discretion of MCPS.

12.0 **Project Contact**

The MCPS Project Contact for this procurement is:

Montgomery County Public Schools
 Department of Transportation
 Mr. Charlie Ewald, Fleet Maintenance Manager
 16651 Crabbs Branch Way
 Rockville MD 20855
 301-840-8136

13.0 **Pre-Proposal Conference**

A pre-proposal conference will not be held.

14.0 **Awards**

It is the intention to award this contract to the vendor submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, delivery timeframe and with regard to the vendor's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland.

MCPS reserves the right to inspect prospective vendors' premises to ensure that the vendor has the facilities and employees to perform the contract.

MCPS reserves the right to make purchases from other sources should the awarded contractor be unable to furnish the uniforms within the required timeframe.

15.0 **Evaluation Criteria**

MCPS will evaluate each proposals based on responses and will utilize the below criteria in the evaluation of qualifications to be used as consideration for award:

- 15.1 Contractor's understanding and ability to meet MCPS requirements
- 15.2 Background, financial standing and experience of contractor
- 15.3 Reasonableness and feasibility of the contractor's proposed detailed work plan and implementation schedule

- 15.4 Completeness of the proposal
- 15.5 Delivery
- 15.6 Cost
- 15.7 Company references

16.0 **eMaryland Marketplace**

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

17.0 **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 RFP and will also provide usage information, which may be requested. A copy of the contract pricing and the RFP requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Awarded contractor(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 Awarded contractor. 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 RFP. MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your RFP response.

18.0 **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 Web site <http://procurement.montgomeryschoolsmd.org/home/> or contact Mrs. Barbara Regalia, CPPB, Team Leader, in the Procurement Unit at Barbara_Regalia@mcpsmd.org or at Procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the RFP being deemed non-responsive.

19.0 **Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Barbara Regalia, CPPB, Team Leader, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173 or by email Procurement@mcpsmd.org

Questions must be received as stated in 11.0 Schedule of Events in order for the vendor to receive a reply prior to submitting his response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP. The MCPS Procurement website address is <http://procurement.montgomeryschoolsmd.org/home/>

B. GENERAL REQUIREMENTS

20.1 Equal/Substitutes and Samples

After award any substitutes must be fully compatible when intermingled with existing uniform clothing in style, quality of construction, fabric content, care and color. If submitting an equal product, MCPS reserves the right to determine what uniforms are equivalent to those designated in the pricing pages and which uniforms are acceptable or non-acceptable for MCPS.

Except where otherwise indicated in the specifications, in addition to literature, vendors offering substitutes/equals are to submit samples and color chart for each substitute. All literature, samples are to clearly reference the RFP and item number. Complete sample garments are to be supplied within five days of request. Samples are to be submitted at no cost to MCPS, and if accepted will become the property of MCPS.

21.0 Changes in Specifications

Any changes or deviations in specifications (including discontinuance of any item by the manufacturer and replacement by an alternate item after award of contract must be submitted in writing to the Project Manager for approval. Failure to do so will result in non-payment for delivery of items not approved. MCPS may accept or reject any such changes. Any changes will be notified in writing by a contract amendment.

22.0 Descriptive Literature/Samples

- a. Each vendor will enclose with their RFP response descriptive literature and two sets of catalogs that describes the uniforms being offered.
- b. Samples of all uniform pieces are to be supplied with the RFP proposal. Sample garments shall include representative emblems. Colors may be selected after award. Failure to provide this information and samples may be grounds for non-consideration of the RFP response.
- c. Samples shall be labeled with the vendor name and delivered to the Procurement Unit, 45 West Gude Drive, 3rd floor, Room 3100. Samples may be retrieved from the procurement unit 15 days after receipt of the pre award notification. Samples received from the awarded vendor will not be returned.
- d. After award all garments shall match the quality of the submitted samples

23.0 Ownership of Artwork

All artwork, negatives, dyes, overlays, or similar materials used to print a job shall be the property of MCPS, and must be returned to MCPS upon completion of the contract or as required.

Prior to performing any embroidery, patching or silk screening services, the contractor shall provide a sample of such to the Project Manager for approval. No embroidery/silk screening/patches shall be performed until approval has been received.

24.0 Logos

After award MCPS will provide the awarded contractor with sample of the logos. Prior to performing any embroidery or silk-screening services, the contractor shall provide a sample of such embroidery to the authorized coordinator for approval. No embroidery or silk screening shall be performed until approval has been received. Any artwork shall become property of MCPS and shall be delivered to the procurement unit upon the expiration of this contract. Failure to deliver the artwork may result in the delay of final payment due to the contractor.

Rental shirt logos will be patched. Purchased polo shirts (short sleeves without pockets) must be embroidered or silk screened.

Vendor must specify what sizes of pants are available, i.e. odd sizes for waist or length and if there is an additional charge for larger sizes, be specific.

25.0 Employee Name Patches

Employee name shall be on regular uniform shirts and optional on all other garments. Price must include cost for agency logo patches, embroiders, or silk-screened on each garment. (Employee Name, Customer Delight and the MCPS logo) **If there is an additional cost for embroidery it shall be specified in your response. No additional charges will be accepted.**

C. SCOPE OF SERVICES

26.0 Start-Up

- 26.1 MCPS-DOT Project Manager will convene a meeting with the awarded contractor to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely execution of the contract.
- 26.2 The contractor shall submit to the project manager or his designee, prior to start of the contract a delivery schedule per employee, it shall list full name, the name for the uniform emblem, and the number and type of garments to be provided to that employee.
- 26.3 Upon the initial delivery, the contractor shall provide a list with all the necessary information to the designated staff.
- 26.4 All preparation work, including but not limited to measuring, altering, and inspection shall be completed prior to the initial delivery. Pants may be either flexible or solid waistbands.

All initial garments must be new. New employees shall be issued new uniforms.

- 26.5 Services includes the rental services for cleaning, pressing and repairing five uniforms for each employee on a weekly basis. The initial issue of uniforms will be 11 sets per employee.

26.6 Services shall be provided on a weekly basis. A total of five changes per person per week are expected, consisting of any combination of pants and shirts. Many of these uniforms may be heavily soiled.

27.0 Measurements

The intent of this RFP is to obtain uniform items that are stock items and closest to the measurements of each staff member. Measurements are to be taken by the successful contractor at various locations, as required, in coordination with the MCPS Project Manager or his designee.

28.0 Fittings

Individual measurements and fittings must be scheduled in advance, at a time of mutual convenience, at a facility within MCPS and will be approximately three to four hours in duration at the beginning of the contract period, and for all new employees as requested. The contractor will be notified by MCPS if adjustment(s) are required within 15 days from receipt of the garment.

Any garment received that is incorrectly fitted because of contractor's measurement error or factory error must be exchanged for the correct size. The contractor will be responsible for, and is to include in the RFP response alterations required to adjust or finish length of slacks, trousers, length of sleeves, pick-up, re-delivery, and all alterations necessary to correct faulty garments with no additional cost to MCPS. Garment alterations must be completed and returned within seven days after notification by MCPS.

MCPS-DOT operates 24 hours a day, divided into three different shifts. The contractor shall work with the Project manager or his designee to accommodate the fitting schedule.

29.0 Quality of Services

Services provided shall meet or exceed all State of Maryland standards related to the cleaning and exchange of clothing. The contractor shall maintain high standards of sanitation in compliance with all local and state health codes and laundry service requirements. The contractor shall pay all applicable federal, State, and local licenses, taxes, permits and fees required for the operation and execution of this contract.

The contractor and the MCPS shop supervisors shall examine and thoroughly inspect the quality and condition of each garment picked up for laundering. The contractor shall perform minor repairs such as hem and seam repairs, button replacement and sewing on of patches, as needed.

30.0 Cleaning of Uniforms

The uniforms shall be laundered clean, neatly pressed and wrinkle free. The contractor shall be required to remove any stains and clean any oil and grease deposits that adhere to uniforms, particularly at the leg ends of pants. MCPS shall not pay for any item that has not been laundered, improperly or damaged due to the laundering service.

31.0 Service Schedule

The successful vendor shall furnish an initial route and stop number schedule 10 working days after award at a location determined by the Project Manager.

32.0 Damage or lost Uniforms

Any delivered uniforms that are not laundered properly or damaged due to the laundering process shall be returned to the successful vendor for laundering and/or repair on the next pick up. The successful vendor shall make the repair(s) at no cost to MCPS. The MCPS shop supervisor shall approve or disapprove the repair. If the contractor feels any uniform is beyond repair, the contractor shall replace or exchange the item.

33.0 Authorized Signatures

Only authorized personnel at each facility may sign for receipt of the delivered uniforms from the contractor. The MCPS-DOT project manager will provide the names of the authorized staff assigned to this contract.

34.0 Five Pickup MCPS Transportation locations/depots

Shady Grove, 16651 Crabbs Branch Way, Rockville, MD 20855
 Clarksburg, 13100 Shawnee Lane, Clarksburg, MD 20871
 Bethesda, 10901 Westlake Drive, Rockville, MD 20852
 Randolph, 1800 Randolph Road, Silver Spring, MD 20902
 West Farm, 11920 Bourne field Way, Silver Spring, MD 20904

The estimated amount of employees for MCPS-DOT is 110 and will vary from year to year.

Upon award MCPS Procurement Unit will provide the contractor the names and contact information of project coordinators for the Division of Maintenance and the Department of Materials Management.

35.0 Route Locations

The successful vendor will provide an authorized representative who will make at least one initial visit to each of the five pickup locations to meet with the DOT project coordinators as well as the DOM and DMM respectively. A detailed explanation of MCPS and vendor procedures will be discussed at that orientation meeting. MCPS authorized representatives will ask any questions of the contractor's representative. Therefore, it is recommended that a company official at the management level be present. A representative from the MCPS and other appropriate staff will accompany the vendor's representative during this initial orientation visit to each pickup and delivery location.

36.0 Change of Status Form

The company shall provide the necessary forms to make any change in status of employees. An ample supply of forms shall be made available to all delivery locations at no cost to MCPS. **A Sample of the form(s) to be provided shall be submitted with the RFP response.** Form shall include the following:

Route Location: _____ Day of the Week: _____

Stop Location: _____

Employee's Name: _____

Employee's Identification Number: _____

The MCPS Project Manager or his designee will notify the company (on company supplied "Change of Status Form") of all changes in status of its employees as necessary. A properly executed form signed by the managers or other authorized personnel shall constitute notification to the company

MCPS prefers an online option to sign for pick-up and delivery of uniforms.

37.0 Receiving Slip

The awarded contractor designee shall be required to sign the "receiving" slip when uniforms are turned in at each location. A digital option will be preferred.

38.0 Contractors' Obligation

Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities_(N/A)

See CONTRACT ARTICLE 35 on page 30.

39.0 Unnecessarily Elaborate Brochures

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the vendor's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

40.0 Contract

MCPS plans to enter a contractual agreement with the firm(s) to whom the award is made and intends to make the attached Articles 1 - 31 a part of the contract. **Articles 15, 29 and 30 are not applicable to this RFP.**

41.0 Certification

The two forms below, Equal Opportunities Certification and Certification of Nonsegregated Facilities, must accompany the proposal. Evaluation of proposals is dependent upon satisfactory completion of these forms.

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

() Yes () No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

() Yes () No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

() Yes () No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

() Yes () No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***

(Subcontractor's Name)

_____ () Yes () Yes () Yes

(Street)

_____ () No () No () No

(City)

(State)

_____ (1)* (2)** (3)***

(Subcontractor's Name)

_____ () Yes () Yes () Yes

(Street)

_____ () No () No () No

(City)

(State)

*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.

** (2) Previously filed certificate of nonsegregated facilities.

*** (3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

**Notice to Prospective Subcontractors of
Requirement for Certifications of
Nonsegregated Facilities**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render his offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.