

**Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation to Bid 4133.4, Rental, Laundering and Purchase of Uniforms

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover uniform purchase, rental and laundering services for approximately 110 employees throughout Montgomery County public Schools (MCPS) located in Maryland such as the Department of Transportation (DOT), Division of Maintenance and Operations (DMO) Department of Materials Management (DMM) as specified. A total of five changes per person per week are expected, consisting of any combination of trousers, shirts, and/or coveralls. Many of these uniforms may be heavily soiled.

In addition, MCPS is requesting a form of online tracking system that will enable MCPS staff to obtain the status of the uniforms (i.e. picked up, being cleaned, delivered, etc.).

B. Delivery

Delivery and pickup shall be made once per week, Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. at each location. The successful bidder shall keep informed of MCPS holidays or days closed due to inclement weather.

Uniforms shall be delivered in plastic and on hangers.

C. Awards

It is the intention to award this contract to the bidder submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and with regard to the bidder'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. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

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

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation to 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 four one-year additional terms. Written notice indicating MCPS' intention to

pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the current contract. The bidder 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.

E. Provision for Price Adjustment

Price increases will not be considered for the six months of the contract. Thereafter the successful vendor must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area and shall not exceed seventy-five percent (75%) of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. 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. Downward adjustments shall be made by MCPS without a request from the Contractor.

F. Interpretation of Specifications

The services listed are specified to meet our minimum requirements. Therefore, vendors are informed that the specifications stated must be met in all respects.

G. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders deviating from the terms, conditions and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. The absence of such sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

H. Quotations

Unit pricing is requested for the rental, sale and/or cleaning as applicable of uniforms as may be required by each department.

Provide pricing to furnish rental services for cleaning, pressing and repairing five uniforms for each employee on a weekly basis and cleaning of one jacket per employee. MCPS may purchase one jacket per employee.

I. Quantities

The item quantities specified herein are an estimated number of pieces per week for fifty-two weeks. 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. The number of employees covered under this contract is estimated and will vary slightly from year to year.

J. Samples

Samples may be required subsequent to the bid opening. Samples must be received within five business days of notification. Notification will be made in writing or by telephone. Samples shall be delivered to 45 W Gude Dr. Suite 3100, Rockville, MD 20850 to the attention of Rebecca Williams. The outside of the sample package shall be marked "Samples" and identified with bid number (4133.4, Rental, Laundering and Purchase of Uniforms) affixed to packaging.

K. Customer References

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

L. eMaryland Marketplace Advantage

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

M. 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 response.

N. Award Criteria

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

O. Submission of Bids

Bid must be submitted in a sealed envelope to Division of Procurement, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for their files.

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

P. 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 bidder to check the "Event Calendar" on the MCPS Web site <http://www.montgomeryschoolsmd.org/departments/procurement/staff.aspx> or contact Rebecca Williams, Buyer, in the Division of Procurement at Rebecca_V_Williams@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 bid being deemed non-responsive.

Q. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer I, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850 or by email Procurement@mcpsmd.org or Rebecca_V_Williams@mcpsmd.org. Questions must be received no later than four days prior to bid due date in order for the bidder 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. Bidder contact

with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Division of Procurement website address is <http://procurement.montgomeryschoolsmd.org/home/Bids>

II. DETAILED SPECIFICATIONS

A. Scope of Services

The request is for bids to furnish rental services for cleaning, pressing and repairing five uniforms for each employee on a weekly basis and one jacket that may be purchased by MCPS and will be included in the cleaning services.

B. Brand Names

Brand names and style numbers mentioned in this bid are intended to establish a type, style, grade, color, and texture, level of quality and workmanship as well as appearance. 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 bids without explicit exceptions as to brand will be considered by MCPS as intent to provide the specified brand item listed, as well as style and color. Substitutions of bid items after contract award will not be acceptable without prior agreement from MCPS Project Manager and will not be an acceptable excuse for late or non-delivery.

C. 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, bidders offering substitutes/equals are to submit fabric samples and color chart for each substitute. All literature, fabric samples are to clearly reference the bid and item number. Complete sample garments, in required fabric and color, 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.

D. 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 Division of Procurement 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.

E. Uniform Composition

Uniforms are 65 percent (65%) polyester and 35 percent (35%) combined cotton poplin.

F. Descriptive Literature/Samples

- a. Each vendor will enclose with the bid response descriptive literature that describes the uniforms being offered.
- b. Samples of all uniform pieces are to be supplied with the bid proposal. Sample garments shall include representative emblems. Colors may be selected after award. Failure to provide this information and samples may be grounds for rejection of the bid response.
- c. Samples shall be labeled with the bidder name and delivered to the Division of Procurement, 45 West Gude Drive, 3rd floor, Room 3100. Following the evaluation, the samples may be retrieved from the Division of Procurement five days after notification.
- d. After award all garments shall match the quality of the submitted samples

G. Measurements

The intent of this solicitation 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, no later than five working days after receipt of a purchase order in coordination with the division and/or department designated representative. Schedule may vary depending on each division.

H. Logos

MCPS will provide the contractor with the logo sample. Prior to performing any embroidery or silk-screening services, the contractor shall provide a sample of such embroidery to the Project Manager 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 Division of Procurement upon the expiration of this contract. Failure to deliver the artwork may result in the delay of final payment due to the contractor.

All uniforms must have logos, including jackets. Patches will not be acceptable. The logos must be either embroidered or screen-printed, (specify which is included in your price per item).

Polo shirts should have a choice for long sleeve or short sleeve, with a pocket or without a pocket. All polo shirts shall be embroidered or screen-printed.

Pants, vendor must specify what sizes are available, i.e. odd sizes for waist or length, larges/smallest, and if there is an extra charge for larger sizes, be specific, etc.

I. Defective Items

The Contractor will be responsible for replacement or repair of any contract item(s) which are found to be defective. Examples of such defects include defective seams, zippers, buttons and missing drawstrings or elastic bands. The Contractor will be responsible for all shipping costs associated with defective items needing replacement or repair. Resolution of the problems must be done within five working days.

J. Garment Fit

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 bid 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 will be at the Contractor's expense with no additional cost to MCPS. Garments alterations must be completed and return within seven days after notification by MCPS.

K. 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 four to five hours in duration depending on the Office at the beginning of the contract period, and for all new employees as requested. Contractor is to be notified by MCPS for adjustment(s) within 15 days from receipt of the garment.

L. Evidence of Capability to Perform

Vendors are required to provide a list of equipment to be used, names of employees and length of experience performing this service, and a current financial statement showing they have the financial resources.

M. Ownership of Artwork, Negatives, and Similar Materials

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

N. Manufacturer Authorized Representative Status

Bidders, by offering prices herein, certify that they are current authorized representatives in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within 15 working days if so requested by MCPS during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further liability to either party

O. Employee Name Patches

Employee name patches to be silk-screened and/or embroidered. Employee name patches shall be on regular uniform shirts and optional on all other garments. Price must include cost for small agency logo embroiders and/or silk-screened on each garment. **If there is an additional cost for embroidery it shall be specified in your bid response. No additional charges will be accepted.**

P. Special Requirements**General**

- a. Rental services include cleaning, pressing and repairing of five uniforms for each employee on a weekly basis. The initial issue of uniforms will be 11 per employee. One jacket per employee may be purchased.

The service shall be provided on a weekly basis. A total of five changes per person per week are expected, consisting of any combination of trousers, shirts, and/or coveralls. Many of these uniforms may be heavily soiled.

Items to be laundered will be picked up and delivered back to five-(5) individual transportation field offices, located within Montgomery County, Maryland. Addresses for these sites are listed under F. Delivery locations, sites may change during the term of the contract, but all will be located within Montgomery County, Maryland, services consist of:

1. Provide uniforms for approximately 100 employees, cleaned pressed and repaired.
 2. Provide uniforms for additional employees who are hired after the initial set up.
 3. Cleaning jackets per occurrence.
 4. Replacement costs for shirts, pants, if lost or damaged by the employee.
- b. Unit pricing is requested for the rental, sale and/or cleaning (as applicable) of uniforms as may be required by the department(s).
- c. If any of the items listed on the item specifications are not available for rental, please detail their purchase cost and the separate charge for cleaning, steam, finishing and repair.
- d. Each price shall be based on steam tunnel pressed or creased pressed for each item.
- e. The number of employees covered under this contract is estimated and will vary slightly from year to year.
- f. MCPS prefers the type and material content for uniforms as delineated in the specifications. However, a vendor response will not automatically be rejected if their proposal is not exact.
- g. Employees who are no longer employed by MCPS or who are on leave longer than four weeks are to be removed from the invoice of the month following notification. The project coordinator is responsible to contact the successful uniform company.

Q. Substitutions

Request by the bidder for substitutions of garment must be accompanied by documentation of the reason for the request. Samples of the recommended replacement garments would be required to be submitted and approved. MCPS reserves the right to consider alternates that become necessary due to health issues or new uniform requirements. MCPS will be responsible for the payment of extra charges, if assessed, for changes in uniform requirements resulting from health issues.

R. Start-Up

- a. MCPS coordinator will coordinate with awarded contractor representative prior to start of contract and arrange for employee list, sizing times and locations in order to provide new uniforms to all current employees.
- b. The contractor shall submit to each project coordinator prior to start of the contract a delivery schedule, each employee's full name, the name for the uniform emblem, and the number and type of garments to be provided to that employee.
- c. Upon the initial delivery, the contractor shall add to the list the number or laundry marks assigned to each employee, and shall provide a copy of the list with all the information to the designated staff.
- d. All preparation work, including but not limited to measuring, altering, and inspection shall be completed prior to the initial delivery. Alterations must be made to the half size for odd and even sizes on the waists and inseams of pants. Pants may be either flexible or solid waistbands.

All initial garments must be new. New employees shall be issued new uniforms and jackets as well.

- e. Successful contractor is required to attend a pre-fitting meeting with the Division of Procurement and the project coordinators to review the terms of the contract, colors, emblems placement, etc.

S. Weekly Operation

- a. Each week the contractor shall deliver cleaned, steamed and repaired garments and pick-up soiled ones to multiple locations throughout the county. The locations and current uniform requirements are listed in paragraph F. Quantity/ Delivery Locations. The representative will identify obvious repairs with a "repair tag". Each item shall be counted as listed for billing purposes.
- b. The contractor is still responsible for inspection of all garments at the cleaning plant and repair/replacement as necessary prior to delivery. The contractor shall mend, alter, or replace garments, as may be required, before the next delivery. The condition of all the items must be acceptable to the employee each week as the items are delivered.

T. Laundry Services

Laundry services shall meet or exceed all State of Maryland standards related to the cleaning and exchange of clothing. In addition, the awarded vendor shall maintain high standards of sanitation in compliance with all local and state health codes and laundry service requirements. The awarded vendor shall secure and pay all applicable Federal, State and local licenses, taxes, permits and fees required for the operation of the laundry service.

The successful vendor shall provide all materials, labor, equipment and transportation necessary for the execution of this contract. At the time of pickup, the successful vendor or designee and the MCPS shop supervisor shall examine together and thoroughly inspect the quality and condition of each garment. The successful vendor shall be expected to perform minor repairs such as hem and seam repair, button replacement and sewing on patches as needed.

U. Cleaning of Uniforms

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

MCPS reserves the right to choose tunnel pressed or crease pressed, or any quantity of both, depending on the need of MCPS personnel.

V. 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 vendor feels any uniform is beyond repair, the vendor will red tag the item and return it in its next delivery.

Any major damage or loss of an item by the successful vendor shall be cause for replacement by the vendor, at no cost to MCPS. If replacement of an item is necessary, the successful vendor will have five business days, after notification, to provide MCPS with replacement money. The payment will be in the form of a cashier's or certified check made payable to Montgomery County Public Schools. The replacement cost will be based on the cost from the current MCPS uniform bid.

III. CONTRACT ADMINISTRATION

A. Change of Status Form

The company shall provide the necessary forms to effect any change in status of employees, i.e., transfer, termination, temporary suspension etc. 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 bid.** Form shall include the following:

Route Location: _____ Day of the Week: _____

Stop Location: _____

Employee's Name: _____

Employee's Identification Number: _____

The director of the Department of Transportation or his designee will notify the company (on company supplied "Change of Status Form") of all changes, transfers, terminations and suspension of its employees. A properly executed form signed by the managers or other authorized personnel shall constitute notification to the company.

B. Service Schedule

The successful vendor shall furnish an initial route and stop number schedule 10 working days after award to the following MCPS location.

Department of Transportation
County Service Park
16651 Crabbs Branch Way
Rockville, Maryland 20855

C. Receiving Slip

The successful vendor or designee shall be required to sign the "receiving" slip when uniforms are turned in for laundering at each of the five pickup/delivery locations.

D. Invoicing

MCPS shall assume full responsibility for the payment of all charges upon verification of statements as specified below. The billing cycle shall be the same for each location and be on a four-week basis. After each billing cycle, the successful vendor shall submit an account statement with copies of signed delivery tickets to MCPS-DOT. Cycle will always begin on a Monday and end on a Friday.

E. Authorized Signatures

Only authorized personnel at each facility must sign for receipt of the delivered uniforms from vendor. The MCPS-DOT will provide names of authorized personnel to the successful vendor upon award.

F. Quantity/Delivery Locations

Following is a listing of weekly pickup and delivery requirements and approximate quantities of each line item at the work location for the MCPS-DOT.

<u>Item</u>	<u>Approximate quantity per week</u>
Trousers Men's	450
Cargo Pants Men's	250
Shirt, Half Sleeve	225
Shirt, Long Sleeve	225
Coveralls	60
Jackets	50
Vests	50

Six Pickup Transportation Depots

No. Staff

Shady Grove, 16651 Crabbs Branch Way, Rockville, MD 20855	31
Clarksburg, 13100 Shawnee Lane, Clarksburg, MD 20871	12
Bethesda, 10901 Westlake Drive, Rockville, MD 20852	14
Randolph, 1800 Randolph Road, Silver Spring, MD 20902	13
West Farm, 11920 Bournefield Way, Silver Spring, MD 20904	20
Central M&O 8301 Turkey Thicket Drive, Gaithersburg, MD 20879	7
Approximate Total:	97

G. Route Locations and Orientation

The successful vendor will provide an authorized representative who will make at least one (1) initial call at each of the five pickup locations to meet with the MCPS-DOT shop supervisors. A detailed explanation of MCPS and vendor procedures will be discussed at that orientation meeting. MCPS authorized representatives may ask many 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-DOT and other appropriate staff will accompany the vendor's representative during this initial orientation visit to each pickup and delivery location.

The contract also calls for pickup and drops off at multiple locations including all cluster shops along with grounds shop, bus garage, and warehouse. Stop locations are included under uniform requirements.

H. Quality of Services

Services provided shall meet or exceed all State of Maryland standards related to the cleaning and exchange of clothing. In addition, the awarded vendor shall maintain high standards of sanitation in compliance with all local and state health codes and laundry service requirements. The awarded vendor shall secure and pay all applicable Federal, State and local licenses, taxes, permits and fees required for the operation of the laundry service.

The successful vendor shall provide all materials, labor, equipment and transportation necessary for the execution of this contract. At the time of pickup, the successful vendor or designee and the MCPS shop supervisor shall examine together and thoroughly inspect the quality and condition of each garment. The successful vendor shall be expected to perform minor repairs such as hem and seam repair, button replacement and sewing on patches as needed.

I. Damage Uniforms

Any delivered uniforms that does not meet the requirements as outlined in these specifications shall be returned and replaced by the bidder at no charge to MCPS.

J. Receiving Slip

The successful vendor or designee shall be required to sign the "receiving" slip when uniforms are turned in for laundering at each of the six pickup/delivery locations.

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (Not Applicable)

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

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

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

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

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

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

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

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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