

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
301-279-3097

November 30, 2018

INVITATION FOR BID

4363.2, Computer Network Wireless Access Points, Switches,  
Routers, Cabling, Wiring and Services

Bid Opening Time: 2:00PM

Bid Opening Date: December 31, 2019

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: July 1, 2019 through June 30, 2020
2. Terms of Delivery: Per the Bid Document
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, 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 US Mail. MCPS prefers facsimile. Please check your preference below.

☐ Facsimile    ☐ US Mail    ☐ Email    ☐ EDI

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

☐ African American    ☐ Asian American    ☐ Hispanic    ☐ Native American  
☐ Female    ☐ Disabled    ☐ None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

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

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

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

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

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

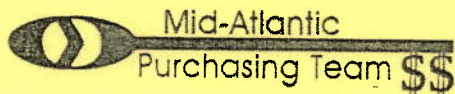
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or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

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

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_



Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 4363.2, Computer Network Wireless Access Points, Switches, Routers,  
Cabling, Wiring and Services

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 4363.2, Computer Network Wireless Access Points, Switches, Routers,**

	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					

**Cabling, Wiring and Services Cont.**

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

Vendor Name    Revised 11/26/18

**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 Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

**II. Intent**

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

**III. Right To Cancel Or Reject Bids**

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

**IV. Right To Purchase In The Open Market**

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

**V. Failure To Furnish Item(s)**

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

**VI. Employer Information Report EEO-1**

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

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

**VII. Preparation Of Bid**

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

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

**VIII. Discounts**

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

**A. Trade Discounts**

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

**B. Payment Discounts**



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

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

#### **IX. "Or Equal" Interpretation**

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

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

#### **X. Consideration of Prior Service**

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

#### **XI. Delivery**

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

#### **XII. Packing Slips And Delivery Tickets**

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

#### **XIII. Invoices**

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

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

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order

#### **H. Shipping and payment terms if not a bid item**

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to [accounts payable@mcpsmd.org](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 change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

##### **D. Retention and Removal of Samples**

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

##### **E. Sample Quantities**

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

##### **F. Descriptive Literature**

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

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

#### **XXV. Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings.



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

#### **XXVI. Guarantee**

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

#### **XXVII. Signature To Bids**

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

#### **XXVIII. Errors In Bids**

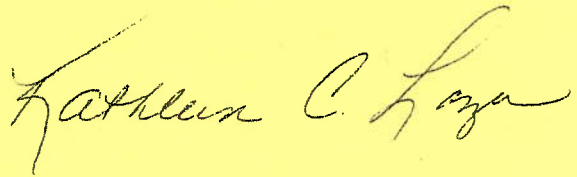
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

#### **XXIX. Resolution and Disputes**

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

#### **XXX. Inquiries**

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. 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)

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**BID ENVELOPE**

**TO BE DELIVERED TO**

**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.



**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 Gude Drive Room 3100  
Rockville, Maryland 20850-1747**

**Invitation For Bid #4363.2, Computer Network Wireless Access Points, Switches, Routers, Cabling,  
Wiring and Services**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**GENERAL CONDITIONS**

**1. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of wireless access points, switches, and routers and associated cabling, wiring, and installation services. Deliveries will be made to various Montgomery County Public Schools (MCPS) and offices located within Montgomery County, Maryland.

To comply with regulations for securing E-rate funding, MCPS will be posting a Form 470 for these services simultaneously with the release of this Invitation For Bid on the Universal Services Administrative Company (USAC) web site <http://www.universalservice.org/>.

The purchases are for refreshing and expanding the network infrastructure in support of the program "Creating 21<sup>st</sup> Century Learning Spaces". This is a multiyear effort to provide all students with access to mobile computers and a cloud-based learning platform that will enhance creativity and collaboration in the classroom. The equipment and services include, but are not limited to, wireless access points, switches, routers, and associated cabling, wiring, and services for installation and support, and other miscellaneous items, and new, replacement, and successor products as they become available.

The MCPS Wide Area Network (WAN) is made up of 200+ remote sites connected to a central site primarily via broadband and/or private fiber optic connections. These remote sites are connected in a hub and spoke configuration with the MCPS data center located at 45 West Gude Drive in Rockville, Maryland.

**2. Delivery**

Delivery will be required within 30 days after receipt by the successful bidder of a purchase order issued and signed by the director of the Department of Materials Management. Deliveries will be FOB destination, freight prepaid and allowed. There may be instances when delivery shall be required in less time for emergency purchases. (See Paragraph 12. Emergency Purchases.) If the successful vendor cannot provide the item(s) within the required time needed for the emergency, MCPS reserves the right to cancel the order and purchase from another vendor.

**3. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS Board of Education (Board) as to

quality of service and acceptable merchandise, compatibility with the MCPS infrastructure and with regard to the bidder(s) ability to perform should it be awarded the contract. Price will be the most heavily weighted criteria. Different manufacturers may be selected depending on the schools' current infrastructure. However, the Board reserves the right to make the awards according to the best interests of MCPS. 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.

#### **4. Contract Term**

The first term of contract shall begin July 1, 2019 through June 30, 2020. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1) year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendors 90 to 180 days prior to the expiration of the original contract. The vendors shall have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

#### **5. Provision for Price Adjustment**

Prices quoted are subject to price adjustment upward or downward in accordance with increases or decreases that may occur after the contract award. The successful bidder(s) must notify the Director of Materials Management of any cost reductions and give immediate benefit to MCPS in a proportional amount.

Increases will not be considered for the first year of the contract. Thereafter, the successful bidders(s) must submit a written request for price relief. The request for an increase shall include documentation to verify the basis for such request. Documentation may include increases in the Consumer Price Index (CPI) for the Washington Metropolitan Areas or other independent sources. MCPS reserves the right to accept or reject the request, as may be determined to be in the best interest of MCPS. Any services provided prior to a request for an increase shall be honored at the original contract price.

#### **6. Specifications**

The specifications for Wireless Access Points, Switches, Routers, and associated Cabling, Wiring and Services are provided below. The equipment includes, but is not limited to, the items described below, and applies to any replacement/successor and new products as they become available. Compatibility with the MCPS environment and infrastructure is required.

##### **6.1. Wireless Access Points**

- 6.1.1. Wireless Access Points (WAPs) (AEROHIVE AH-AP-250-AC-FCC AEROHIVE AP250 INDOOR PLENUM RATED, Cisco EDU-CAP2702I-AK910 (10 pack) 802.11ac CAP 10APs w/CleanAir; 3x4:3SS; Int Ant; A Domain or equivalent):** Provide 802.11ac capability (with capabilities of handling 802.11 a/g/n, as well); provide network access via 2.4Ghz and 5Ghz frequencies; must be centrally configurable and manageable, while still functioning autonomously in the absence of a central configuration or management tool, and must conform to current management tools in use by MCPS.



- Must not require a central appliance or “controller” in order for all of the WAPs to function in any area of our network. Any central management is simply for management, configurations, and troubleshooting.
- WAPs must function within each school and must conform to current management tools in use by MCPS without a dependence on the wide-area network connection back to the data center (in other words, the school community’s use of the wireless network must not be impacted by a WAN outage or WAN congestion, excluding access to network resources located outside of the school, such as email or the Internet. The school community must be able to access resources within the building via the wireless network.
- The wireless solution must allow standard encryption protocols, including but not limited to, WPA and WPA2 (allowing the use of either AES (Advanced Encryption Standard) or TKIP (Temporal Key Integrity Protocol).
- The wireless solution must allow for the configuration of multiple SSIDs (or wireless networks) with unique configuration parameters allowed for each network.
- The wireless solution must allow multiple authentication types, including open authentication, shared key authentication, RADIUS/EAP, and MAC address. It should also allow these in various combinations depending on SSID or other distinguishable wireless features.
- The wireless network(s) must be configurable and maintainable through a central tool that allows various levels of troubleshooting, including but not limited to:
  - Coverage maps
  - Rogue wireless devices and networks
  - Congestion issues
  - Failed or failing WAP(s)
- Estimated quantities: 450 Aerohive and 450 Cisco or equivalent

## 6.2. Routers

- 6.2.1. Routers capable of handling a minimum of 200Mbps of bandwidth (Cisco ISR4351-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEL or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily serve our elementary schools. Estimated quantities: 10
  - 6.2.2. Routers capable of handling a minimum of 500Mbps of bandwidth (Cisco ISR4431-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEL or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily serve our middle schools. Estimated quantities: 10
  - 6.2.3. Routers capable of handling a minimum of 1Gbps of bandwidth (Cisco ISR4451-X-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEL or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily server our high schools. Estimated quantities: 10
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### 6.3. Switches

6.3.1. Rack-mount edge/closet PoE switches: Provide port speeds up to 10Gbps; non-bladed chassis – minimum of 24 ports per switch; 802.1Q capable (allows for VLAN assignments); 802.1X capable (allows for network access control); trunking can be specified at every level on the switch down to the switch port; manageable switch; allows port security as a configurable option; allows Spanning Tree Protocol management; allows port mirroring; allows for redundant/hot swappable fans and power supplies; 802.11at capable (30w per port); Voice and Video QOS; Port-Channeling capable; at least 2 optical ports; capable of applying Access Control Lists; manageable via Telnet/SSH; SNMP or similar; Tacacs or some sort of centralized login solution. Cisco: C2960X-24PS-L, C2960X-48FPD-L, C2960X-48PFS-L, C4960X-48TD-L or equivalent. Estimated quantities: 900

### 6.4. Cabling, Wiring, Installation and Support Services

6.4.1. Cabling, wiring and installations services associated with the installation of the WAPs, Routers, and Switches identified above are to be provided.

6.4.2. Professional services for support for post installation support is required.

6.4.3. The contractor shall provide evidence of its ability to perform building-wide wiring installations of Category 6, 10/100/1000/10000-Base-T unshielded twisted pair (UTP) cabling and 62.5/125 and 50/125pm multimode optical fiber cabling –including evidence of BICSI, CFOT, Corning and similar certified installers. The description shall include wiring closet installations, wiring types and cable routing and supporting electrical installations, if any.

## 7. Deviations

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

MCPS reserves the right to disqualify prospective offers from consideration for contract award based upon exceptions taken to the specifications, requirements and terms of the solicitation.

## 8. Quotations

Bidders shall use the attached Spec Sheet to identify the product information and cost for each component.

MCPS reserves the right to purchase any items of the manufacturer's product line from the awarded vendors, applying the pricing offered. The pricing shall also be applied to any replacement/successor or new products that are added to the manufacturer's product line during the contract term.

## 9. Estimated Quantities

MCPS shall not be obligated to purchase any specific quantities or dollar amount. The item quantities specified herein reflect estimated quantities that may be modified (increased or decreased). It is not the



intention to purchase entire quantities shown at one time. Individual purchase orders will be issued to the successful vendor(s) as needs arise during the contract term. It is anticipated that some or the entire amount of purchases may be lease purchased under another previously awarded MCPS contract. The quantities and associated dollar volume is subject to change and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term for delivery to MCPS Supply and Property Management or individual locations.

#### **10. Warranty and Guarantee**

All equipment delivered shall be warranted factory new, defect free immediately upon installation and must be warranted for all service and parts according to the manufacturer's warranty. Equipment with defects discovered at installation shall be replaced by the successful vendor within 24 business hours with defect free equipment.

Equipment requiring service shall be provided according to manufacturer's warranty.

#### **11. Financial Data**

The vendor's most recently audited Annual Report, sales report, or financial statement shall be submitted with the bid. Financial data will be held confidential if so requested.

#### **12. Emergency Purchases**

MCPS reserves the right to make emergency purchases from other sources should the awarded vendor be unable to furnish the pricing and/or item(s) within the required time frame needed.

#### **13. Telecommunications Act of 1996 Impact**

MCPS intends to pay for each project in its entirety and submit Billed Entity Applicant Reimbursement (BEAR) forms for reimbursement from the Universal Services Fund for eligible items and services. The contractor shall state in its response its agreement to participate in federally funded E-rate projects and provide all required documentation and paperwork for such projects. Documents will include the annual "E-rate Certification Form 473, Service Provider Annual Certification (SPAC). Each bidder must agree to complete the "BEAR Form 472." The contractor shall also indicate its E-rate SPIN number in its response. Failure to do so may disqualify your bid. To apply for a SPIN number, bidders must go to <http://www.universalservice.org/> and file "Form 498."

SPIN No.: \_\_\_\_\_

Reminder: Beginning August 31, 2010, USAC will withhold support payments to any entity that has not provided electronic banking information. If companies do not have electronic banking information in their FCC Form 498 for each of the programs in which it participates, they may not receive USF disbursements.

#### **14. Credits and Payments**

In accordance with the Telecommunications Act of 1996, MCPS is entitled to discounts for E-rate eligible items and services provided by the contractor under this contract with MCPS. MCPS usually elects to issue purchase orders for the full amount of the equipment desired. Upon completion of the appropriate

Erate forms, vendor shall itemize, price, and invoice separately any materials or services that are ineligible for Erate funding. Vendor must include the following information on all invoices to MCPS for Erate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")

Site Name and Location

- Vendor's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- District's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL").

#### **15. Personnel Qualifications and Services**

Vendors shall have employees on staff who are Cisco Systems Certified at the Expert and Professional levels or hold equivalent certifications and/or proven industry expertise to any non-Cisco products and services that are proposed. Documentation of certifications shall be included with the bid submission. The minimum requirements are the identified Cisco and Corning certifications or equivalents. For example:

- Two Cisco Certified Internet Experts (CCIE)
- Two engineers with one of the following Cisco Professional certifications:
  - Cisco Certified Network Professional (CCNP)
  - Cisco Certified Design Professional (CCDP)
  - Cisco Certified Voice Professional (CCVP)
  - Cisco Certified Security Professional (CCSP)
- Two engineers with one of the following optical fiber certifications BICSI, CFOT, Corning and similar

Vendors shall include in their response the contact person's phone number and e-mail for all service calls and a detailed plan as to response time to MCPS.

Vendors shall provide their most current customer satisfaction information such as Cisco average customer satisfaction (CSAT) rating or equivalent customer satisfaction information with their response.

MCPS shall be the sole determination of the skill and competence of Contractor-assigned staff to effectively and efficiently complete tasks in a satisfactory manner. MCPS will provide notification of unsatisfactory performance in writing. If performance is not brought up to standard within three business days, MCPS may elect to exercise direct termination of the Contractor-employee from the task. The Contractor will be responsible for any rework needed due to lack of skill, competence, or normal quantity of work at no extra charge to MCPS in such cases.



16. Contact Information

All vendors shall provide a contact representative and toll free telephone number. Failure to provide no cost telephone service for product clarification or to place an order may result in a no award.

Sales Representative \_\_\_\_\_  
Fax Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

17. 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 and Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract</u>
1. _____ _____ Email: _____			
2. _____ _____ Email: _____			
3. _____ _____ Email: _____			

18. Mandatory Submissions

The following is a list of mandatory submissions. Failure to provide any of the following information may be cause for your bid to be determined non-responsive. All responses will be evaluated based on the submissions. Submissions shall be clearly marked referencing the corresponding numbers from the list below. (Such as "Submission 1. Contract...")

- 1. Contract—Signed and completed Invitation for Bid documents (Yellow sheets)
- 2. Pricing – Items and cost per item
- 3. Specification deviations or additional details
- 4. Financial—Most recently audited annual report (See Paragraph 11. Financial Data)
- 5. Statement—Statement of agreement (See Paragraph 13. Telecommunications Act of 1996)

6. SPIN Number (See Paragraph 13. Telecommunications Act of 1996)
7. Certifications—Documentation of certifications (See Paragraph 15. Personnel Qualifications)
8. Satisfaction rating (CSAT) or equivalent.

**19. Award Criteria**

1. Price
2. Compatibility with the district's infrastructure
3. Ability to perform
4. Past performance
5. Conformance to specifications (See Paragraph 18. Mandatory Submissions)
6. Warranty
7. Certification
8. Deviations – ineligible equipment or services should be priced and listed separately
9. SPIN Number (Mandatory)
10. Detailed service response
11. Satisfaction rating (CSAT) or equivalent

**20. Submission of Bid**

One original and one copy of the bid, plus one redacted copy, and one electronic copy of both the bid and redacted copy on CD or flash drive are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

**21. 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 Laurie Checco, CPPB, Buyer II, Procurement Unit, by telephone at 301-279-3097, or by email to [Laurie\\_S\\_Checco@mcpsmd.org](mailto:Laurie_S_Checco@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.

**22. Contractor's 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 at any fingerprinting agency approved by the State of Maryland. A list of MCPS 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 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.

### **23. eMaryland Marketplace**

As of June 1, 2008 Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this Procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

### **24. 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.

**25. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Laurie Checco, CPPB, Buyer II, Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3097. Questions shall be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The MCPS 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 MCPS 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 Procurement Unit website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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Montgomery County Public Schools						
Item Specifications						
Company	Bid No:		4363	From: 1-Jul-19		
Name:	Cycle No:		2	To: 30-Jun-20		
Item No	Qty to Bid	Bid Unit	Price	Brand	Model	
<p>1</p> <p>6.1.1. Wireless Access Points (WAPs) (AEROHIVE AH-AP-250-AC-FCC AEROHIVE AP250 INDOOR PLENUM RATED, Cisco EDU-CAP2702L-AK910 (10 pack) 802.11ac CAP 10APs w/CleanAir; 3x4:3SS; Int Ant; A Domain or equivalent): Provide 802.11ac capability (with capabilities of handling 802.11 a/g/n, as well); provide network access via 2.4Ghz and 5Ghz frequencies; must be centrally configurable and manageable, while still functioning autonomously in the absence of a central configuration or management tool, and must conform to current management tools in use by MCPS.</p> <ul style="list-style-type: none"> <li>• Must not require a central appliance or "controller" in order for all of the WAPs to function in any area of our network. Any central management is simply for management, configurations, and troubleshooting.</li> <li>• WAPs must function within each school and must conform to current management tools in use by MCPS without a dependence on the wide-area network connection back to the data center (in other words, the school community's use of the wireless network must not be impacted by a WAN outage or WAN congestion, excluding access to network resources located outside of the school, such as email or the Internet. The school community must be able to access resources within the building via the wireless network.</li> <li>• The wireless solution must allow standard encryption protocols, including but not limited to, WPA and WPA2 (allowing the use of either AES (Advanced Encryption Standard) or TKIP (Temporal Key Integrity Protocol)).</li> <li>• The wireless solution must allow for the configuration of multiple SSIDs (or wireless networks) with unique configuration parameters allowed for each network.</li> <li>• The wireless solution must allow multiple authentication types, including open authentication, shared key authentication, RADIUS/EAP, and MAC address. It should also allow these in various combinations depending on SSID or other distinguishable wireless features.</li> <li>• The wireless network(s) must be configurable and maintainable through a central tool that allows various levels of troubleshooting, including but not limited to: <ul style="list-style-type: none"> <li>o Coverage maps</li> <li>o Rogue wireless devices and networks</li> <li>o Congestion issues</li> <li>o Failed or failing WAP(s)</li> </ul> </li> <li>• Estimated quantities: 900</li> </ul> <p>450 Aerohive 450 Cisco</p> <p>Each</p>						
2	10	Each				
6.2.1. Routers capable of handling a minimum of 200Mbps of bandwidth (Cisco ISR4351-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEl or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily serve our elementary schools. Estimated quantities: 10						



3	6.2.2. Routers capable of handling a minimum of 500Mbps of bandwidth (Cisco ISR4431-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEI or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily serve our middle schools. Estimated quantities: 10	10	Each			
4	6.2.3. Routers capable of handling a minimum of 1Gbps of bandwidth (Cisco ISR4451-X-SEC/K9 Sec bundle w/SEC license or equivalent). All routers require a minimum of two modular interface ports - capable of a fiber interface or an Ethernet interface (up to 10Gbps); capable of interfacing with VoIP (MITEI or Cisco VoIP); capable of a DMVPN tunnel back to a Cisco ASR; capable of accommodating two WAN connections in a BGP or redundant configuration; capable of serving DHCP. These routers primarily serve our high schools. Estimated quantities: 10	10	Each			
5	6.3.1. Rack-mount edge/closet PoE switches: Provide port speeds up to 10Gbps; non-bladed chassis - minimum of 24 ports per switch; 802.1Q capable (allows for VLAN assignments); 802.1X capable (allows for network access control); trunking can be specified at every level on the switch down to the switch port; manageable switch; allows port security as a configurable option; allows Spanning Tree Protocol management; allows port mirroring; allows for redundant/hot swappable fans and power supplies; 802.11at capable (30w per port); Voice and Video QOS; Port-Channeling capable; at least 2 optical ports; capable of applying Access Control Lists; manageable via Telnet/SSH; SNMP or similar; Tacacs or some sort of centralized login solution. Cisco: C2960X-24PS-L, C2960X-48FPD-L, C2960X-48PFS-L, C4960X-48TD-L or equivalent. Estimated quantities: 900	900	Each			
6	6.4.1. Cabling, wiring and installations services associated with the installation of the WAPs, Routers, and Switches identified above are to be provided.					
7	6.4.2. Professional services for support for post installation support is required.		Fixed Rate			
8	6.4.3. The contractor shall provide evidence of its ability to perform building-wide wiring installations of Category 6, 10/100/1000/10000-Base-T unshielded twisted pair (UTP) cabling and 62.5/125 and 50/125pm multimode optical fiber cabling -including evidence of BICSI, CFOT, Comring and similar certified installers. The description shall include wiring closet installations, wiring types and cable routing and supporting electrical installations, if any		Fixed Rate			
9	Professional services for support for post installation support is required.		Hourly			