

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

**Invitation For Bid # 7065.14
Custodial Supplies**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of custodial supplies described herein to be delivered to various Montgomery County Public Schools (MCPS) offices and locations located throughout Montgomery County, Maryland. Specific delivery requirements and destinations will be noted on individual purchase orders.

B. Delivery

Delivery must be completed within 30 days or less after receipt by the successful bidder(s) of a purchase order issued and signed by the Director of MCPS Department of Procurement, or an order placed by an authorized representative using the MCPS purchasing card.

PART A

Items listed under this section of the Item Specifications are purchased in large quantities and stocked at the **MCPS Distribution Center** 502 N Stonestreet Avenue, Rockville, Maryland 20850, or otherwise indicated on the purchase order. Scheduled deliveries will be accepted between **7:00 a.m. and 2:00 p.m., Monday through Friday**, excluding school holidays.

All deliveries must be made **by appointment only**. Vendors must contact the **MCPS Supply and Property Management Warehouse** at 240-740-5160 to schedule a delivery appointment.

Appointments must be scheduled **at least 24 hours in advance**; however, vendors are encouraged to schedule further in advance to ensure appointment availability. **MCPS reserves the right to reject deliveries made without a scheduled appointment.**

Any **minimum order requirement**, whether based on **dollar amount or unit quantity**, must be clearly specified and will be considered as part of the vendor's **bid response**.

PART B

Items listed under this section of the Item Specifications are purchased by individual schools and/or offices and must be delivered to the locations specified on each purchase order. **MCPS will not accept minimum order requirements** for items listed under Part B of the item specifications.

For items with a unit of measure other than “each,” vendors must specify the **quantity per case, bundle, carton, or other applicable packaging unit.**

All deliveries must be accompanied by a delivery ticket. The contractor must obtain a signature on the delivery ticket receipt for all items delivered. The contractor may be required to furnish proof of delivery in some instances.

Pallet delivery is required on bulk materials. Items requiring pallet delivery have been specified under the individual item specifications. Deliveries shall be palletized in accordance with accepted trade practices and shall require 24-hour notice of delivery. **MCPS reserves the right to reject shipments not properly palletized and shall not be responsible for any delivery/freight charges.**

C. **Contract Term**

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

D. **Awards**

It is the intention to award the items of this contract to the supplier(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the supplier(s) ability to perform should it be awarded the contract. Awards may be made to one successful supplier submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, MCPS reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add suppliers throughout the contract term should a need arise that cannot be provided by any of the awarded supplier.

E. **Provision For Price Adjustment**

Subsequent to award, price increases from the manufacturer are required to be passed along after the contract award. The successful bidder must notify the department of procurement designee of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 90 days of the contract. Thereafter the supplier shall submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right

to accept or reject the request as may be determined to be in the best interest of MCPS. It is the supplier responsibility to request price increases when issued by the manufacturer. **Any orders received prior to a request for a price increase shall be honored at the contract price on file when the order is placed.** MCPS will not waive this requirement.

F. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Department of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850 via email to accountspayable@mcpsmd.org. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. No charges will be allowed for federal, state or municipal sales and excise taxes, from which the Board of Education is exempt. Exemption certificates will be furnished upon request. See Article XIII.

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale ... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property...". Sales tax, as applicable, shall be included in any bid made to MCPS.

Contractor inquiries concerning payments shall be made to accountspayable@mcpsmd.org

G. Descriptive Literature

When bidding products other than the brand specified, all suppliers are required to furnish with their bid proposal literature properly bound and labeled showing full illustrations and detailed specifications on items bid. Literature submitted shall include a Material Safety Data Sheet if bidding any product containing chemical(s). The literature and specifications are to be arranged and labeled according to item sequence. The literature shall be clearly marked with the bid number, item number and company name. Suppliers shall show the manufacturer's code and catalog number of the item offered. **Failure to submit marked descriptive literature may result in automatic disqualification.**

H. Samples

Samples are required prior to or at bid opening on all items unless bidding the specified brand and model, **or** when noted on item specifications as "Sample Required." Samples shall be separate from the bid response and shall be sent to:

Department of Facility Operations
Custodial Equipment Samples
8301 Turkey Thicket Dr. Bldg. A. 1st Floor,
Gaithersburg, MD 20879.

Bid response shall be delivered to the Department of Procurement DO NOT include bid response documents with samples

The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging. Samples sent directly from a Manufacturer shall include the list of suppliers for which the sample was sent. Sample sent by the manufacturer will only be considered for the bidders listed by the manufacturer it is the responsibility of the bidder to make sure their name is listed or to

mark their samples properly.

Samples may be returned if items are not awarded and arrangements are made by the bidder. Any samples not claimed within 15 days of notification that items were not awarded will become the property of MCPS.

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

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

I. Brand Names

References to brand names, codes, or model numbers in the attached specifications are provided solely as a point of reference to describe the **style, size, weight, quality, and similar characteristics** of the items required. The use of such brand names should **not be interpreted as the exclusive brand desired**, except for items specifically identified as the **only brand that will be considered**.

In the **Brand** column, bidders must state the **manufacturer's brand name and code or model number** for each item offered, even when bidding the specified brand. If a manufacturer's brand name and code or model number are not provided, the bid response for that item **may not be considered**.

J. Quantities

Quantities in this request are based upon prior usage, are subject to change, and are dependent upon current requirements of MCPS and on budgetary limitations. However, MCPS shall not be obligated to purchase any specific quantity. Orders will be placed from time to time throughout the contract term.

The item quantities indicated in PART A delivery to MCPS Supply and Property Management specified herein reflect a variable of plus or minus 20% of the totals indicated. It is not the intention to purchase entire quantities shown at one time. Individual purchase orders will be issued to the successful supplier(s) as needs arise during the contract term. Partial quantities may be shown on each purchase order. The usual quantity per order is one fourth of the total quantity stated.

K. Interpretation of Specification

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

It is the bidder's responsibility to supply information and proof that the item(s) offered meets all specifications including green product guidelines. The specifications sheet(s) must be legible and clearly marked with the vendor name and MCPS item number for identification. Environmental preferable product documentation must be specific with name and brand being bid.

MCPS will be the sole evaluator in determining item specification compliance and “alternate or equal” conformance to acceptable MCPS quality standards for all bids submitted.

L. 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 and submit a sample. The absence of such a sheet shall indicate that the supplier has taken no exception and shall therefore be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

M. Quotations

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Suppliers must determine for themselves which to offer. In cases where two different items are bid, both items will be rejected. If said supplier should submit more than one price on any item, all prices for that item will be rejected. No proposal shall be considered which contains an escalator clause, packaging or delivery changes.

A separate price must be offered for each item bid; bids for “all or none” will not be considered. A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the supplier names a total price for all the articles without quoting a price on each and every separate item may be considered informal and may be rejected. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

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.

N. Material Safety Data Sheet

Suppliers offering a brand other than specified shall submit a Material Safety Data Sheet (MSDS) with their proposal when applicable. After award, successful suppliers shall provide MSDS with each shipment, as required by Federal regulations. Data sheets must be identified with bid and item number. Failure to submit the MSDS will disqualify your bid.

O. Asbestos Free Materials

All contractors that are providing replacement building materials in schools (i.e., ceiling tiles, floor tiles, mastic, glues, sheet flooring, acoustical soundproofing, plaster, wallboard compound, etc) must submit a laboratory analysis report that verifies that these replacement products do not contain asbestos. This report should be submitted upon award and once a year thereafter, or when there is a change in materials or material supplier. The laboratory must be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). A list of these laboratories can be found at <http://ts.nist.gov/Standards/scopes/programs.htm>.

P. eMaryland Marketplace Advantage

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

Q. Customer References

Suppliers 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 _____

R. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the

participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

S. Submission of Bids

One original signed and one copy of the bids must be submitted in a sealed envelope to the Department of Procurement, 45 West Gude Drive, Room 3101, Montgomery County Public Schools, Rockville, MD 20850 no later than the date on 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. **BID 7065.14, Custodial Supplies.**

T. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Department of Procurement by email to Buyer [Laly A Bowers@mpsmd.org](mailto:Laly_A_Bowers@mpsmd.org), copy to the Procurement drop box at Procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

U. Award Criteria

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

V. Inquiries

Inquiries regarding this solicitation shall be submitted in writing, to Laly Bowers, CPPB, Senior Buyer Montgomery County Public Schools, Department of Procurement, 45 West Gude Dr, Room 3100, Rockville, Maryland 20850 via email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and Procurement@mcpsmd.org. Questions shall be received no later than four business days prior to bid opening in order for the supplier to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Supplier 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 Department of Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>.

Special Requirements**a. Brand Name:**

A bidder's stocked brand or model may be listed under the **Deviations** section of the item specifications for ordering purposes. However, bidders must provide the **correct manufacturer's brand name and part number** for all items submitted for consideration. Failure to provide the required information **may result in disqualification** of the bid for the item in question.

The **bidder's name and part number will not be accepted as the brand name** unless the item is manufactured by the bidder.

If a brand name and code or model number are not shown, the bid **may not be considered**. If the item specification lists code or model numbers that have been **discontinued**, the supplier must indicate this and provide the **current manufacturer's code or model number**.

Suppliers may submit brands that are not specified for **evaluation and testing**, provided that all materials are submitted **at no cost to MCPS**. Products requiring testing, as determined by the **MCPS Department of Facilities Operations**, may be scheduled for evaluation at a future date. Testing is conducted **on a scheduled basis only** and may require several months to complete before a recommendation is made to **accept or reject the proposed brand**.

Suppliers will be notified of the **testing status upon completion**, and formal notification will be issued indicating **final approval or rejection**. Because the testing process is not immediate, any newly approved items will be **included in future bid solicitations**.

Please refer to **Attachment A** for detailed testing procedures.

b. Quotations:**Affiliated Companies / Common Ownership**

If two or more bidders are **owned, controlled, or affiliated through common ownership, parent company, subsidiary, or other corporate relationship**, such relationship **must be fully disclosed** in the bid submission.

Bidders with such relationships must certify that:

- Each bid has been **prepared independently**, and
- **No coordination of pricing, terms, or conditions** has occurred between affiliated entities.

The contracting authority reserves the right to **determine whether the relationship between bidders may affect fair and open competition**.

Failure to disclose an affiliated relationship **may result in rejection of the bid or disqualification of the bidder**

c. GIF Electronic Picture File

MCPS has instituted a Financial Management System which allows MCPS end-users to view an electronic picture of the items. Upon determination of awards, all suppliers submitting a response to this Invitation For Bid will be sent a Pre-Award Notification letter which will detail all awards recommendations to the Board of Education for approval. Upon receipt of this notification, it is required that **awarded suppliers** email a GIF electronic picture file of the item(s) they were awarded to Laly_A_Bowers@mcpsmd.org.

d. General Requirements

Manufacturers shall be established companies in the industry, possessing adequate equipment and facilities to provide a product of consistent quality. Previous performance as determined from references and experience shall form the basis of judgment.

e. General Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects in workmanship and materials for a full one year from the date of delivery of item(s). The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without cost and to the satisfaction of MCPS.

f. Technical Assistance

Periodically product or floor conditions may require expert technical assistance. In these instances, the successful supplier(s) of the product in question, accompanied by the building service supervisor and a school representative, shall provide an on-site inspection and evaluation at the request of the director of the Department of Facilities Operations. A written report of the condition(s) with recommendations for solving the problem(s) shall be submitted to the director of the Department of Facilities Operations within seven calendar days of inspection.

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

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, 850 Hungerford Dr, 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 Department 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, Rockville, MD 20850. Appointments are made by calling 240-740-3215. 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.

ATTACHMENT

PROCEDURE FOR CUSTODIAL PRODUCT APPROVAL

**MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Montgomery County Public Schools (MCPS) invites all interested and qualified suppliers of industrial/institutional janitorial supplies to contact the MCPS Department of Procurement to have their products reviewed, testing and considered for use in MCPS facilities. It is the desire and intent of MCPS to purchase the most cost-effective quality products that are environmentally responsible and available following the guidelines to procure green products. To the extent practicable MCPS is committed to procure cleaning products that have the ecological green attribute including, biodegradability, low toxicity, low volatile organic compound content, reduced packaging and low life cycle energy use available to assist our building service personnel in maintaining a safe, clean and healthy environment for students, staff, and visitors.

With increasing numbers of janitorial supply companies and sales representatives desiring to do business with MCPS, it is not possible for MCPS staff to meet with each supplier. While these meetings may be pleasant and informative, too much productive time is consumed in the process. In fairness to everyone, MCPS has established a procedure for suppliers to introduce their products to the staff responsible for the selection of cleaning products that are approved to be used in the schools.

MCPS designated staff will evaluate any cleaning product that they believe has merit for use in MCPS facilities. The Department of Facilities Operations (DFO) staff reserves the right to evaluate all materials that are submitted by suppliers, using criteria that have been previously established and not those set forth by the manufacturer. This evaluation will include, but is not limited to, the evaluation of the submitted product and product literature. Also, MCPS staff will determine the product's ability to meet MCPS requirements for safety, performance and budgetary constraints.

The following procedure is the **ONLY** authorized way for suppliers to introduce their cleaning products to MCPS personnel. Suppliers **WILL NOT** be received on a walk-in basis and shall **NOT** introduce new products to schools.

1. Suppliers shall provide MCPS with an information package that shall include the following:
 - a. Company's name, address, and telephone number.
 - b. Supplier's name, position within the company, email address and a daytime telephone number.
 - c. Descriptive literature, catalog cuts, and detailed product specifications.
 - d. All health and safety information, including material and safety data sheets (MSDS), EPA registration numbers, UL listings, etc.
 - e. Minimum two references. Names, addresses, and telephone numbers of contact persons from at least two large local school districts or institutions where such product is utilized.

Package shall be sent to:

Montgomery County Public Schools
Department of Procurement
Attn: Senior Buyer
Room 3100
45 West Gude Drive
Rockville, MD 20850

2. MCPS authorized Representative will review the information package and decide to investigate the product further. If the item does not meet our requirements, the supplier will be notified.
3. If the item is considered for review, the MSDS and other safety and health information will be forwarded to the MCPS Safety and Environmental Health Unit for review. If disapproved, the supplier will be notified.
4. If approved, MCPS assigned staff will contact the supplier to arrange a meeting to discuss the issues and determine a time frame for possible location(s) for testing the product. The supplier shall have a written proposal describing how the product should be tested for maximum results. The proposal shall include a description of how training and support services for building service personnel will be provided. **Also, it shall state that enough products will be provided to complete the test at no cost to MCPS.**
5. MCPS authorized staff member will discuss the proposal. If the proposal is not acceptable, MCPS staff will notify the supplier.
6. If the proposal is accepted, SPO will arrange to meet with the supplier at the testing site(s). The supplier shall demonstrate the product and train the building service personnel to use the product properly. After this meeting, the supplier **SHALL NOT** visit or telephone anyone at the testing site(s) unless requested by DFO staff. Any contact or communication regarding the test must be with the DFO staff member who will be monitoring the test.
7. When the test is complete, DFO staff will collect all of the documentation and discuss the results. A report with recommendations will be forwarded to the director of DFO and copy to the Department of Procurement MCPS staff will make the decision whether or not to purchase the product. The Department of Procurement will notify the supplier in writing regardless of his decision.
8. If the product is approved for purchase by MCPS, it may be added to the next "Custodial Supplies Bid" as a new item or as an acceptable brand and/or model for an existing item.

CERTIFICATION THAT THE ABOVE TERMS HAS BEEN REVIEWED AND UNDERSTOOD:

Company Name _____

Authorized Representative's printed Name _____

Authorized Representative's Signature _____

Date _____