THE BOARD OF EDUCATION OF MONTGOMERY COUNTY MONTGOMERY COUNTY PUBLIC SCHOOLS

DIVISION OF PROCUREMENT

45 West Gude Drive, Suite 3 100 Rockville, MD 20850-9999

September 20, 2024

INVITATION FOR BID

71117.1, Automotive Body Shop Paints and Supplies - Supplement

Bid Opening Time:		2:00PM
Bid Ope	ening Date:	October 11, 2024 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.
СОМРА	ANY NAME: _	
1.	Term of Contract	December 6, 2024 through December 5, 2025
2. 1	Terms of Deliver	y: See Schedule
3.	Delivery Destinat	tion: Department of Transportation Depots
	Bid Security Req Bid Security mu	uired: None st be made payable to Montgomery County Board of Education
5. I	Performance Bon	d Required: None
6a. S	Samples Required	d: Yes No
6b. S	Deliver to	Requirements: the Division of Procurement Supply and Property Management the Food Service Warehouse
6c. S	Sample Delivery	Time:
	Prior to bio	
		bid opening
	Subsequent	t 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. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below. 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 his 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 _____ PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information. 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

tl u a	lote: Beginning April 1, 2018, MCPS will no longer process check nis change, all bidders that accept MasterCard are strongly encoura pon being notified of an award. For bidders that do not accept Mast vailable. Please e-mail SUA@mcpsmd.org to register for SUA, or equest ACH registration forms.	ged to sig	n up to receive SUA payments e ACH payment method is also
VI.	PURCHASE ORDER PREFERENCE: Montgomery County Puissuing orders via Facsimile or US Mail. MCPS prefers facsimile.	plic School Please che	ols (MCPS) is in the process of eck your preference below.
	☐ Facsimile ☐ US Mail ☐ Email ☐ ED		
VII.	SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENT below.	ERPRIS	E): Check the appropriate box
	☐ African American ☐ Asian American ☐ His ☐ Female ☐ Disabled ☐	panic None	☐ Native American
VIII.	NON-DEBARMENT ACKNOWLEDGEMENT		
01	I acknowledge that my firm has NO pending litigation and/or debarment from any of its subordinate government units and/or federal government within the	om doing b past five (s	usiness with the State of Maryland 5) years.
A	I acknowledge that my firm has pending litigation or has been debarred fr any of its subordinate government units and/or federal government, within the s the duly authorized representative of the applicant, I hereby certify that the	past five (5) years. (Attachment)
ac	vise Montgomery County Public Schools should there be a change in status. y (Signature)		
	ame and Title		
	itness Name and Title		
	BIDDER'S CERTIFICATION: Upon notification of award, this docontract with MCPS. By signing below, the undersigned acknowledges that s. A. The undersigned proposes to furnish and deliver supplies, equipment, or stipulations contained herein, and at the prices quoted. This certifies understanding, agreement or connection with any person, firm, or corporaterials, or equipment, and is in all respects fair and without collusion or B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautisignature to Bids, and to comply with its stipulations.) I/We certify that non or its employees have been convicted of bribery, attempted bribery, or confederal government; and that no member of the Board of Education Administrative or Supervisory Personnel, or other employees of the Board company except as follows: By (Signature)	he is entering that this because of this constitution may be a second to read to find the spiracy to of the Mo	accordance with specifications and old is made without any previous aking a bid for the same supplies. d the material under Section XXVII, mpany's officers, directors, partners, bribe under the laws of any state or ntgomery County Public Schools.
	Name and Title		
	Witness Name and Title		

NOTICE TO BIDDERS

	he appropriate items below must be completed as part of the bid. our bid. Type or print legibly in ink.	Failure to comply may disqualify
I.	BIDDER INFORMATION: As appropriate, check and/or compl	te 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.
п.	BIDDER'S CONTACT INFORMATION: This will be filed as y	our 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	
п.	PURCHASE ORDER ADDRESS: Please complete if different fr	om Bidder's Contact Information.
	Purchase Order Address	
	2. Representative's Name	
	3. Phone Number (s)/Extension(s)	
	4. Fax Number	
	6. Email Address	
V.	PROMPT PAYMENT DISCOUNT: MCPS may consider promp process; however, the Board reserves the right to make awards acco	payment discounts as part of the award rding to the best interests of MCPS.
COI	Prompt payment discounts of les	s than twenty (20) days will not be
v.	PURCHASING CARD AND SUA PAYMENT PROGRAM: M card and Single Use Accounts (SUA) payment program through JF appropriate box below.	CPS is currently utilizing a purchasing Morgan MasterCard. Please check the
	☐ Yes, we accept MasterCard ☐ No, we do	not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check this change, all bidders that accept MasterCard are strongly encour upon being notified of an award. For bidders that do not accept Masavailable. Please e-mail SUA@mcpsmd.org to register for SUA, or request ACH registration forms.	raged to sign up to receive SUA payments
VI. PURCHASE ORDER PREFERENCE: Montgomery County P issuing orders via Facsimile or US Mail. MCPS prefers facsimile.	Public Schools (MCPS) is in the process of Please check your preference below.
☐ Facsimile ☐ US Mail ☐ Email ☐ ED	o I
VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS EN below.	TERPRISE): Check the appropriate box
☐ African American ☐ Asian American ☐ H☐ Female ☐ Disabled ☐	ispanic
VIII. NON-DEBARMENT ACKNOWLEDGEMENT	
I acknowledge that my firm has NO pending litigation and/or debarment or any of its subordinate government units and/or federal government within the	from doing business with the State of Maryland past five (5) years.
I acknowledge that my firm has pending litigation or has been debarred to or any of its subordinate government units and/or federal government, within the	from doing business with the State of Maryland he past five (5) years. (Attachment)
As the duly authorized representative of the applicant, I hereby certify that the advise Montgomery County Public Schools should there be a change in status.	ne above information is correct and that I will
By (Signature)	
Name and Title	
Witness Name and Title	
IX. BIDDER'S CERTIFICATION: Upon notification of award, this de	ocument in its entirety is the awarded vendors
contract with MCPS. By signing below, the undersigned acknowledges that	
A. The undersigned proposes to furnish and deliver supplies, equipment, or stipulations contained herein, and at the prices quoted. This certific understanding, agreement or connection with any person, firm, or commaterials, or equipment, and is in all respects fair and without collusion of	s that this bid is made without any previous reporation making a bid for the same supplies.
B. I hereby certify that I am authorized to sign for the bidder. (Bidders are causignature to Bids, and to comply with its stipulations.) I/We certify that no or its employees have been convicted of bribery, attempted bribery, or or federal government; and that no member of the Board of Education Administrative or Supervisory Personnel, or other employees of the Board company except as follows:	on: of this company's officers, directors, partners, or spiracy to bribe under the laws of any state or of the Montgomery County Public Schools,
By (Signature)	
Name and Title	
Witness Name and Title	

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Procurement Unit at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

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

III. Right To Cancel Or Reject Bids

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

IV. Right To Purchase In The Open Market

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

V. Failure To Furnish Item(s)

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

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil

Rights Act of 964. 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 compan 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 so citation 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 pecification 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 E ucation reserves the right to consider discounts in computing the b d.

A. Trade Discounts

All price 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 compurison 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 accountspayable@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 bidd r(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 ts 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 an eacceptable 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 furnis 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 stipment 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 perforr ed 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. Genera 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 copy ighted or uncopyrighted composition, secret process, attented or unpatented invention, article, or appliance turnished 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 ad quate protection against damage to all work and to repair dam ges 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 E lucation and of the State of Maryland.

XX. Indemn ty

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

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

packages shall be marked "Samples" and each All sample I bear the name of the bidder, item number, and bid sample sha number and shall be carefully tagged or marked in a substantial manner. ailure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

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 a 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.

Retention and Removal of Samples

The samples submitted by bidders on items on which it have received ar 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 unsuccessf I must be removed as soon as possible but not more than 15 cal indar days after notification that the award has been made by Tie Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 culendar days after the notification of award has been made.

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.

Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, p operly 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:

- Vender's name, address, and phone number Bid number 1.

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 an 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 postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if ny, 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. Inquires must be submitted in writing no later than four business days prior to bid opening date.

Angela McIntosh-Davis

Director, Division of Procurement

Chycla McLadole Dais

MONTGOMERY COUNTY PUBLIC SCHOOLS PROCUREMENT UNIT 45 West Gude Drive, Suite 3100 Rockville, MD 20850-9999

SPECIAL 1	INSTRUCTIONS TO VENDORS F	OR MAI	ILING BIDS
Bids must be delivered in se	ealed, opaque envelopes, and labeled	clearly	as follows:
	SAMPLE BID RESPONSE ENVI	LOPE	
(Return Address)			
		ENVELO	PPE TO BE DELIVERED TO
	Procureme MONTGOM 45 West Gue Rockville,	ERY COL e Drive	
BID NO BID NAME OPENING DATE OPENING TIME			
The specific bid number, open	address must appear on the upper left han ning date, and time must appear in the lov I that vendors utilize a tracking service to	er left ha	nd corner of the bid envelope.