

Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Invitation For Bid #9003.8
Hardware Supplies

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of hardware materials as described herein to various Montgomery County Public Schools, (MCPS) locations located throughout Montgomery County, Maryland.

B. 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 bidder(s) ninety days prior to the expiration of the original contract. The bidder(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.

C. Brand Names

The brand names and code or model numbers in the attached specifications are the exclusive brands desired and substitutions will not be considered at this time.

In the brand column state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. Other brands will be evaluated and tested if materials are submitted at no cost to MCPS. Forward samples to Montgomery County Public Schools Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850. Testing normally requires a minimum of 60 days to complete; therefore, your samples for testing may be approved for a future bid if the evaluation is satisfactory.

D. Descriptive Literature

All bidders are required to furnish with their bid proposal literature properly bound and labeled showing full illustrations and detailed specifications on items bid. 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. Bidders shall show the manufacturer's code and catalog number of the item offered. Failure to submit marked descriptive literature may result in automatic disqualification.

E. Interpretation of Specifications

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

F. Samples

Samples may be required subsequent to the bid opening. Samples must be received within three days of notification. Notification will be made in writing or by telephone. Samples shall be forwarded to the Montgomery County Public Schools, Division of Procurement, Room 3100 45 West Gude Drive, Rockville, Maryland, 20850. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

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 have the name of the bidder, item number, bid number tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered.

G. Deviations

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

H. 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. Bidders must determine for themselves which to offer. However, this stipulation does not preclude the offering of new products, which do not meet specifications in every respect from being offered as a separate item for consideration. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages, which can normally be expected of this product over the product specified.

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 bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

I. Quantities

MCPS shall not be obligated to purchase any specified quantity. Quantities in this request are 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 individual locations. Minimum quantity requirements will not be accepted.

J. Delivery

The Item Specifications are items that are **stocked by the supplier** in six transportation depot locations. Stocking shall be scheduled at least once every two weeks. Your proposal shall offer the details of shop ordering procedures and deliveries. Shop inventories are to be automatically maintained by the successful bidder. The successful bidder shall maintain sufficient products and organize as necessary the hardware bins for the various maintenance and transportation shops on a regularly scheduled basis.

K. Emergency Purchases

MCPS reserves the right to make emergency purchases from other sources should the awarded vendor(s) be unable to furnish the items in need within the required time frame.

L. Invoice/Payments

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices shall be submitted in duplicate and must be included with each delivery. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. Price quoted shall not include federal excise or state sales taxes. Exemption certificates will be furnished upon request. See Article XIII.

The Contractor Automatic Clearing House (ACH) Program for MCPS allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Division of Controller's efforts to improve customer service. If you need additional information please email accountspayable@mcpsmd.org

M. Provision for Price Adjustments

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of the Division of Procurement 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 180 days of the contract. Thereafter the successful vendor must 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. Any orders received prior to a request for a price increase shall be honored at the original contract price.

N. Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

O. 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>
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1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

P. Special Conditions

1. Audit Provisions - MCPS shall have the right to examine the contractor(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee - The contractor hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by MCPS and no contract shall be made by the contractor with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS. These provisions shall not be interpreted as requiring the approval of contracts of employment between the contractor and personnel assigned for services hereunder.

4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

Q. Submission of Bids

1. One original signed copy of the bid must be submitted in a sealed envelope to Division of Procurement, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for your files. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.
2. Proposal shall specify the details of shop ordering procedures and deliveries. (See General Conditions **J. Delivery** and Special Requirements **A. Scope**).

R. eMaryland Marketplace Advantage

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

S. 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

T. Award

It is the intention to award this solicitation to the bidder submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidders' ability to perform should it be awarded the contract. Should a single bidder not be able to supply every item listed in this section MCPS will make awards to the fewest responsive bidders to secure immediate processing and immediate delivery. If necessary award this contract in aggregate by category or group of similar items. Therefore, as much as possible bidders should bid on all items within the group.

Bidders are required to stock the majority of the product line they are offering. The Board of Education reserves the right to reject any or all bids or any part thereof as determined to be in the best interest of the Board of Education of Montgomery County. However, MCPS reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland.

U. Award Criteria

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

V. Addenda/ Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Rebecca Williams, Buyer in the Division of Procurement at Rebecca.V.Williams@mcpsmd.org and/or Procurement@mcpsmd.org, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, Rebecca.V.Williams@mcpsmd.org, and Procurement@mcpsmd.org. Questions must 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 Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website is <http://www.montgomeryschoolsmd.org/departments/procurement/>.

SPECIAL REQUIREMENTS**A. Scope**

The Item Specifications are items that are **stocked by the supplier** in the following six transportation depot locations.

- Bethesda Depot, 10901 Westlake Drive, Bethesda, M.D. 20852
- Clarksburg Depot, 13100 Shawnee Lane, Clarksburg, M.D. 20871
- Randolph Depot, 1800 Randolph Road, Silver Spring, M.D. 20902
- Shady Grove Depot, 16651 Crabbs Branch Way, Rockville, M.D. 20855
- West Farm Depot, 11920 Bournefield Way, Silver Spring, M.D. 20904
- Turkey Thicket Depot, 8301 Turkey Thicket Dr. Building B2, Gaithersburg, M.D. 20879

B. Asbestos Free Materials

All contractors that will be using 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 at the time of bid submittal 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>

C. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (N/A)

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

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

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

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

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13)

sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

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

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

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

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

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check

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

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

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