

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Invitation For Bid #9016.8
Electrical Supplies and Equipment**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of electrical supplies and equipment to Montgomery County Public Schools, (MCPS) locations throughout Montgomery County, Maryland as indicated on each individual purchase order.

B. Delivery

Delivery is required within five days after receipt of a purchase order or orders placed by authorized MCPS staff member utilizing the MCPS purchasing card. Minimum order requirements will not be accepted.

PART A of the item specifications are items that are purchased and stocked in the MCPS Warehouse. Scheduled deliveries will be made to the MCPS Supply and Property Management, 502 N Stonestreet Avenue, Rockville, Maryland 20850, between 7:00 a.m. 2:00 p.m., Monday through Friday, excluding school holidays. All deliveries are by **appointment only**. Contact MCPS Supply and Property Management Warehouse at 301-279-3346, to schedule appointments. All appointments shall be scheduled at least 24 hours in advance, but may be made further in advance to assure appointment availability. MCPS reserves the right to reject deliveries made without an appointment.

PARTS B, C and D, Items listed under these sections of the item specifications are purchased mainly by the Division of Maintenance and Operations, and are to be delivered to the locations stated on each individual purchase order or to the MCPS location indicated by the authorized staff member issuing the order.

C. Awards

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

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

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.

D. 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 a period of three additional one-year terms. Written notice requests to extend the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from 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.

E. Provision For Price Adjustment

Price increases will not be considered for the first 180 days of the contract. Thereafter, the successful bidder must submit a written request for price relief. The request for price increases 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. MCPS will approve only one price adjustment for each contract term. If the price increase is accepted a contract amendment will be issued. Any orders received prior to a request for price increase shall be honored at the original contract price.

Changes to the percent discount offered shall not be considered for the entire duration of the contract. Contractor must provide an update price list or catalog to which the discount will be applied when changes occurred.

F. Descriptive Literature

When bidding other than specified, bidders are required to furnish with their bid, literature properly bound and labeled showing full illustrations and detailed specifications of 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 manufacturers' code and catalog number of the item offered. Failure to submit marked descriptive literature may result in automatic disqualification for that item.

G. Samples

Samples may be required subsequent to the bid opening. Samples must be received within three business days of notification either in writing or by telephone. Location to deliver samples will be indicated upon request. 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 bear the name of the bidder, item number, 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 (See Article XXIV of the General Stipulations and Instructions to Bidders).

H. Brand Names

Except where stated in the item description, "as only" reference to brand names, code or model number in the attached specifications is offered as a point of reference in order for bidders to consider style, sizes, weights and similar characteristics. The use of such brand names should not be interpreted, as the exclusive brand desired, unless indicated on the individual item specification. 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.

If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

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 by MCPS if materials are submitted at no cost to MCPS. 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.

I. Interpretation of Specifications

The commodities listed under the items specifications meets our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand and model specified.

J. Deviations

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

K. Price Lists

Percent off items will be awarded on the basis of a discount percent off factory retail price list. Discount must be stated as a single percentage for each group offered. Bidders not offering a percentage discount off the manufacturer's price list or catalog price for the items listed under PART D of the items specifications will not be considered for award of items under this section. **Bidders MUST furnish two copies of the current manufacturer's price sheets, electronic format is acceptable i.e. usb/memory stick, which shall become a part of the contract. Failure to submit these documents when bidding may result in automatic disqualification for these items.** If the price list shows more than one price, the bidder response shall clearly mark the column which represents their bid. Upon request the successful bidder must furnish additional catalogs or copies of the manufacturer's price sheets to the Division of Maintenance and Operations for the items they are

awarded, new catalog shall be provided when changes occur that may affect the net price of the items awarded. Catalogs/price lists shall remain for the first 90 days of the contract. The cover of the price list/catalogs shall contain:

1. Bidder's name, address and telephone number
2. Bid number
3. Bid opening date

Bidder is expected to be an authorized distributor of items bid.

L. Tolerances

For the purpose of this bid and the attached specifications, the following tolerances may be applied to noncritical dimensions or measures, as determined by the Board of Education: (1) plus or minus up to one inch (1") and fractions of one inch, on heights, widths, depths, and lengths of items described.

M. Quotations

No bidder will be allowed to offer more than one price even though he may feel that they have two or more types of styles that will meet the specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. Bidder is expected to have a stocked inventory and be an authorized distributor of items bid.

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 will be considered informal. If there is any 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. Quantities

The estimated annual usage dollar amounts and quantities indicated on the individual item specifications are estimates and are based upon prior requirements. MCPS does not guarantee that a similar amount will be purchased during the contract term. The estimates are subject to change and are dependent upon budgetary limitations. MCPS shall not be obligated to purchase any specific quantity.

O. Emergency Purchases

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

P. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850. 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.

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

Q. Customer References

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

	<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1.	_____			
	Email _____			
2.	_____			
	Email _____			
3.	_____			
	Email _____			

R. eMaryland Marketplace Registration

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. MCPS issues public notices on eMaryland Marketplace however it is the responsibility of the supplier to visit our website for updates on the solicitation.

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 bidder/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.

T. Award Criteria

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

U. Special Requirements

Upon request Bidders are required to furnish satisfactory evidence that they are authorized dealers for manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding and, in both cases, they must maintain a regularly established place of business. An authorized representative of MCPS may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

V. Submission of Bids

1. Bid Documents

One original signed and one copy of the bids must be submitted in a sealed envelope to Procurement Unit, 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.

2. 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 by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.
3. Catalogs and/or price lists for all items under PART D. Basis for award will be the net price after applying the percent discount offered.

W. 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 Mrs. Laly Bowers, Buyer II, in the Procurement Unit at 301-279-3555, 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.

X. Inquires

Inquiries regarding this solicitation must be submitted in writing to Mrs. Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173, or by email Laly_A_Bowers@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 will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

Y. 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 Procurement Unit 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.