

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

**Invitation For Bid #9051.10
Athletic, Cheerleader and Pom Pon Uniforms**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of middle school athletics shirts and for percentage-off discounts from manufacturer's current published retail price lists for athletic, cheerleader and pom pon uniforms. Deliveries are made to various Montgomery County Public Schools (MCPS) located within Montgomery County, Maryland.

Uniforms furnished hereunder will be ordered as needed to meet the needs of new schools, fill-ins and replacements for existing schools.

B. Delivery

Delivery will be required within 45 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement. All other deliveries shall be timely to the program needs of the school consistent with award/order notification to the supplier.

Deliveries are to be made between the hours of 8:00 a.m. and 2:00 p.m.

C. Service

Replacements, providing unusual sizes, and making corrections in a timely manner are critical requirements for the effective operation of school programs and instruction.

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 terms. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional terms. Written notice indicating MCPS' intention to pursue the extension of 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. Price

In addition to middle school shirts, items listed in this solicitation will be awarded on the basis of a discount percent off factory retail price list. Discounts must be stated as a single percentage for each item offered. Bidders not offering a single percentage discount off the factory retail price will be declared non-responsive for those items only. Bidders shall furnish one copy on flash drives of the current catalogs and price lists with their bid, which shall become part of the contract. If the price list shows more than one price, the successful bidder shall clearly mark the column, which represents their bid. The cover of the price list shall contain:

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

Successful bidder(s) will be required to provide 3 catalogs and measurement charts within 10 days of contract award. The cover of each catalog must indicate the bid number, bidder name, telephone number and applicable discount.

F. Awards

It is the intention to award this contract to the responsive bidder(s) submitting the most favorable pricing and percentage % discount with consideration being given to any previous performance for the Board of Education as to on-time deliveries, quality of service, acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract.

In order to qualify for award, each bidder must have a local representative in the WASHINGTON/BALTIMORE METROPOLITAN AREA in order to coordinate ordering and delivery to individual schools.

Local representative is defined as one who has residence within 150 miles or shall physically engage in representative work more than 60% of his/her time within the METROPOLITAN WASHINGTON AREA. Bidders are expected to work closely with local school athletic directors or their designee.

Name of representative: _____

Address: _____

City _____ State _____ Zip: _____

Telephone Number: _____

Email Address _____

MCPS reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. The Board of Education reserves the right to reject any or all bids or any part thereof and to waive informalities if such waivers serve the best interest of the Board of Education. MCPS reserves the right to add additional items or additional vendors throughout the contract term should there be a need for items not available from the awarded vendors.

G. Interpretation of Specifications

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

H. Uniforms and Measurements

Each uniform shall be identified with a permanent label identifying the manufacturer’s name, material content, laundry instructions and size in bold letters.

I. Dealer Status

By submitting a bid, bidders certify that they are current authorized dealers in good status for all quoted manufacturers and must provide written certification of dealer status within 15 business days if so requested by MCPS at any time during the contract period. Should the Bidder lose dealer status at any time during the contract period for any contracted manufacturer, that portion of the contract may be cancelled.

J. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address, phone number, and email address of three current customers for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. School systems and local governments in the Maryland, DC, and Virginia area are preferred.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contact Number</u>
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1. _____

Email Address _____

2. _____

Email Address _____

3. _____

Email Address _____

K. Miscellaneous Items

Miscellaneous supplies include but are not limited to: socks, jackets, caps, practice shorts, coaching shirts, coaching shorts, practice t-shirts, and warm-up suits.

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

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

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

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

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

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

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of

conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

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

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

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

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

Fingerprinting for the criminal background check may be performed at any fingerprinting agency approved by the State of Maryland. A list of MCPS approved fingerprinting agencies can be found on the 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 240-740-3066. 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.

N. 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.

O. eMaryland Marketplace Advantage Registration

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

P. Award Criteria

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

Q. 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 <https://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> or contact Stephanie Dorah in the Division of Procurement at [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) and Procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

R. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Stephanie Dorah, Buyer, Montgomery County Public Schools, Division of Procurement, 45 W Gude Drive, Suite 3100, Rockville, Maryland 20850, Fax number 301-279-3173 or [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) and Procurement@mcpsmd.org. Questions must be received no later than four 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/>