

**Division of Financial Management
Department of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**Invitation for Bid #9074.7
Physical Education Supplies and Equipment**

GENERAL CONDITIONS AND SPECIFICATIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of physical education supplies and equipment to be delivered to Montgomery County Public Schools (MCPS) Department of Materials Management (DMM) Supply and Property Warehouse, 502 North Stonestreet Ave., Rockville, MD 20850 and individual locations as noted on each purchase order.

B. Background

This bid provides for stocking the MCPS warehouse, which supplies over 200 schools and 30 offices. MCPS ships products with unit of issue that may differ from the suppliers' standard package. It is necessary for the products on this bid to be priced by the MCPS unit of issue listed in the item specification. Vendors must provide a volume price based on the total yearly quantity.

Purchase orders will be issued based on MCPS unit price. MCPS will issue each order in sufficient quantities to meet vendor's standard packaging. Therefore, vendors should take care to state their quantity packaging.

C. Delivery

Delivery will be required within 30 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Procurement.

Deliveries will be to the DMM Supply and Property Warehouse, deliveries will be accepted between 7:00 a.m. and 2:00 p.m. Vendor(s) shall call telephone number 240-740-5160 24 hours prior to delivery to set up a delivery appointment. Deliveries must be accompanied with a shipping/packing list, which refers to a MCPS purchase order. Deliveries without a shipping/packing list may be refused by MCPS. Deliveries refused due to delivery hours or mismarked purchase orders will be reshipped at the vendor's expense.

Items 44226 through 44230 will be delivered to individual locations stated on each purchase order.

D. 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 MCPS 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 MCPS Board of Education reserves the right to make awards according to the best interests of the Montgomery County Public Schools. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

E. 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 MCPS 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 three additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) will have 10 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.

F. Provision For Price Adjustment

Prior to award, 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 after the bid opening date. Recommendations for awards, however, shall 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 Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful bidder 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. If a price increase is accepted, a contract amendment will be issued.

G. 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. Vendors shall show the manufacturer's code and catalog number of the item offered. **Failure to submit marked descriptive literature may result in automatic disqualification.**

H. Samples

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

I. Brand Names

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

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

J. 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 and/or model specified.

K. 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.

L. 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. If said bidder should submit more than one price on any item, all prices for that item will be rejected. 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 for future bid. 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 a discrepancy between the unit cost and total cost, the unit cost shall prevail.

M. Quantities

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

N. General 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

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

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

P. Addenda/Errata

Changes and addenda to the solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website (<https://www.montgomeryschoolsmd.org/departments/procurement/staff/>) under event calendar or contact the Department of Procurement by email to Buyer [NanaAma A Asare@mcpsmd.org](mailto:NanaAma_A_Asare@mcpsmd.org), copy to the Procurement drop box at 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 and consequently rejected.

Q. Evaluation/Award Criteria

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

R. Submission of Bids

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

Bidders shall identify their bid envelope with the bidder's name and clearly marked with Bid number and description. **BID 9074.7, Physical Education Supplies and Equipment.**

S. eMaryland Marketplace

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.

T. Inquiries

Inquiries regarding this solicitation must be submitted in writing to Nana Ama Asare, Buyer II, Montgomery County Public Schools, Department of Procurement, 45 West Gude, Suite 3100, Rockville, Maryland 20850 or e-mailed to NanaAma_A_Asare@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 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 <https://www.montgomeryschoolsmd.org/departments/procurement/staff/> for the MCPS Department of Procurement.

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS project coordinator and the Director of the Department of Procurement or his/her designee in **writing** to resolve and receive clarification.

U. Vendor Obligation**Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

- a. **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 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 and 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:

1. 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;
2. 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

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.

b. 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 Department of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, 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.