

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

Invitation To Bid #9203.11, Custom Science Kits

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivering of science kits to Montgomery County Public Schools (MCPS) Taylor Science Materials Center, 19501 White Ground Road, Boyds, Maryland 20841 as requested.

B. Delivery

Delivery shall be required within 30 days or as stated on the purchase order, Shipment shall be made after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement.

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 MCPS Board of Education (BOE) as to quality of service, acceptable merchandise and with regard to the bidders' ability to perform should it be awarded the contract. Awards may be made to one (1) successful vendor submitting the lowest quotation on each kit, on an individual item basis or in the aggregate on total bid. However, the MCPS Board reserves the right to make awards according to the best interests of MCPS. MCPS reserves the right to add or delete items during the term of the contract.

37370	Group 1	"Big Day One" consumable package
37371	Group 2	"Big Day Two" consumable package
37372	Group 3	"Heat, Light, and Structures" consumable package
37373	Group 4	"The Way Things Move" consumable package
37374	Group 5	"Characteristics of Light and Sound" consumable package
37375	Group 6	"Needs of Plants and Animals" consumable package
37376	Group 7	"Matter and Landforms" consumable package
37377	Group 8	"Habitats and Plant Growth" consumable package
37378	Group 9	"Motion and Fossils" consumable package
37379	Group 10	"Fossils, Adaptations, and Habitats" consumable package
37380	Group 11	"Sound, Light and Energy" consumable package
37381	Group 12	"Motion, Sedimentation and Erosion" consumable package
37382	Group 13	"Earth Processes and Properties of Matter" consumable package
37383	Group 14	"Astronomy and Plant Growth" consumable package

D. Contract Term

The term of contract shall be for one (1) year as stipulated in 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 three (3) additional one (1) year 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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education a contract amendment will be issued.

E. Provision For Price adjustment

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, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward and 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 six (6) months 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 supplier 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. If a 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.

F. Samples

A sample of each kit may be required subsequent to bid opening, if requested. Each sample kit shall bear the name of the bidder, item number, bid number, bid opening time and date and shall be carefully tagged or marked in a substantial manner (See Article XXIV of the General Stipulations and Instructions To Bidders). Samples kits shall be delivered within 10 days after notification. Notification will be via telephone confirmed by fax, email or letter.

If samples are not properly marked, the samples may not be considered. Samples shall be delivered to MCPS Taylor Science Materials Center, 19501 White Ground Road, Boyds, Maryland 20841.

Failure to deliver samples as required may result in automatic disqualification.

G. Interpretation of Specifications

The commodities in the attached list are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the specifications.

H. 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.

I. Quotations

No bidder will be allowed to offer more than one (1) price on each item even though it may feel that it has two (2) 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 (1) 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 bids. 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.

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. emailed spreadsheets shall not be accepted at this time.

J. 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.

K. Product Protection Guarantee

School districts have “automatic” product protection recourse against suppliers for product safety. According to the Code of Federal Regulations (CFR), the supplier whose name and address appear on the package is the responsible party. Suppliers are expected to take immediate action to correct any situation in which product integrity is violated.

L. Quantities

MCPS shall not be obligated to purchase any specific 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.

M. Labeling

All items must be boxed and labeled as to content.

N. Material Safety Data Sheets

All vendors offering a brand other than specified are required to submit with their bid a Material Safety Data Sheet for each item. After the award, the successful vendors shall provide MSDS with each shipment, as required by Federal Regulations. All data sheets must be identified with bid number and item number.

O. Customer References

Bidders are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) 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.

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

P. Submission of Bids

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

Q. Evaluation/Award Criteria

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

R. 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 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.

S. 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.

T. 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 college/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.

U. 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, or 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 address is: <http://www.montgomeryschoolsmd.org/departments/procurement/>

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (Not Applicable)

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.