

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
850 Hungerford Drive, Room 162
Rockville, Maryland**

Invitation For Bid #9464.1, Filters, Air and HVAC

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of Air and HVAC Filters described herein. Deliveries are to be made to Montgomery County Public Schools (MCPS), Division of Maintenance (DOM), 8301 Turkey Thicket Dr., Bldg A 1st Floor, Gaithersburg, MD 20879 and to the various MCPS locations and/or offices located within Montgomery County, Maryland as indicated on individual purchase orders. Pricing shall be FOB destination, no shipping/delivery costs will be accepted. MCPS reserves the right to add or delete items/suppliers with the same terms, conditions, if/when the awarded vendors are not able to complete the requirements.

B. Delivery

Delivery will be required within 5 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement or an order placed by an authorized representative using the MCPS Purchasing Card.

Deliveries to the Maintenance Service Park will be accepted between 7:00 a.m. and 2:00 P.M. Bidders shall call 240-740-2500, 24 hours prior to delivery to make an appointment. Deliveries must be accompanied by a shipping/packaging list, reference the Purchase Order/Blanket Release number. Deliveries without appointment or shipping/packing list will not be accepted by the MCPS Warehouse staff. Please pay special attention to delivery locations when shipping products.

Bidders are expected to have a stocked inventory. If the successful vendor cannot provide the items(s) within the time required, MCPS reserves the right to cancel the existing purchase order and order from other sources.

Filters are purchase on a quarterly basis, quantities listed are for the first quarter.

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.

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 up to three 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 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.

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 is 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 or his designee 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 three months 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.**

F. 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.

G. Samples

Samples may be required subsequent to bid opening. Samples must be received within five business days of notification. This will be made in writing or by telephone. Samples shall be sent to the Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, MD 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 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).

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

H. Quotations

No bidder will be allowed to offer more than one percentage discount on each item even though it may feel that it has two or more discounts that will meet specifications. Bidders must determine for themselves which to offer.

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.

I. Ordering

Orders shall be placed by telephone and/or fax by authorized representatives of MCPS. Contact information will be provided upon award. The successful bidder(s) shall be responsible for accepting orders placed only by authorized personnel.

The method of ordering may be through a Blanket Purchase Agreement (BPA) or through the use of a purchasing card. The BPA shall indicate a specific dollar amount of funds that have been estimated to cover purchases. Orders will be placed against this dollar amount, throughout the contract term. MCPS reserves the right to cancel any portion of the estimated funds that have not been used. MCPS encourage the use of the MCPS Purchasing Card through Master Card as the preferred payment method for individual purchases under \$100.00.

J. Invoicing

All invoices shall be in duplicate and must be included with each delivery. The invoice shall contain the applicable purchase order/release number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** The Division of Maintenance staff will then forward the invoice to the Division of Controller for payment.

MCPS will no longer process check payments. To avoid payment delays after this change is enacted, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

K. Warranty

The bidder(s) shall provide a one-year warranty on the items bid against defects in workmanship and materials under normal use. Parts, service, and transportation of equipment for repair and/or adjustment under the warranty requirement shall be provided by the successful bidders(s) at no expense to MCPS.

A contractor employee shall pick up equipment requiring service under warranty, (no third party pickup). Repair parts available only from the manufacturer and required by MCPS for maintenance outside warranty shall be available within 30 days after receipt of a purchase order.

L. Quantities

Quantities in this request are listed under the attached excel spreadsheet, the initial cycle of this solicitation is considered to be issued as an emergency due to the current situation quantities are subject to change. MCPS shall not be obligated to purchase any specific quantity. Estimated annual usages in this request are subject to change throughout the term of the contract and are dependent upon the requirements of MCPS and on budgetary limitations.

M. 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>.

N. Emergency Purchases

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

O. Qualification of Bidders

Bidders are required to furnish satisfactory evidence that they are authorized dealers or 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.

P. Telephone Numbers

Vendors are required to provide a toll free telephone number or provide a collect call service. Please indicate the name of the person to contact on collect calls. Failure to provide as required will be a reason to be considered as a non-responsive bid offer and may disqualify your bid offer.

Telephone Number

Sales Representative

Fax Number

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 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>
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1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

R. Vendor Obligation

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

All MCPS Contracts must include the following provisions:

- 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 into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** 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 \$5,000.00 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:

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
3. 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 § 5-561 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.

Provide letter certification that your company is in compliance and follows the guidelines of the Annotated Code of Maryland Section 11-722 – Bidder Obligation/Sex Offender.

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. eMaryland Marketplace Advantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration 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 the State of Maryland.

U. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder’s responsibility to check <http://www.eMarylandmarketplace.com>, the MCPS website under “Event Calendar” or contact the Procurement Unit at 301-279-3123 or by email Anissa_B_Black@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. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement>

V. Award Criteria

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

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Anissa Black, CPPB, Buyer Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, , fax number 301-279-3173, or by email [Anissa B Black@mcpsmd.org](mailto:Anissa_B_Black@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 website address is <http://www.montgomeryschoolsmd.org/departments/procurement>