

Office of Finance
MONTGOMERY COUNTY PUBLIC SCHOOLS
Division of Procurement, Suite 3100
45 West Gude Drive
Rockville, Maryland 20850

Request for Proposal #9464.2

Filters for Heating, Ventilation and Air Conditioning (HVAC)

1.0 Intent

The purpose of the Request For Proposal (RFP) is to solicit proposals from qualified suppliers to provide Montgomery County Public Schools (MCPS) with HVAC Air Filters to be delivered to the MCPS Division of Maintenance and Operations (DMO) service centers as described herein and/or provide measuring.

The service areas are down-county, mid-county, and up-county. Interested vendors may provide a proposal for one service area or more service areas that commits with the operational functions and deadline deliveries.

Deliveries for all HVAC Air Filters will be made to MCPS, Division of Maintenance and Operations (DMO), 8301 Turkey Thicket Dr., building 4, Gaithersburg, MD 20879 unless otherwise requested.

2.0 Introduction

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2019–2020 school year, MCPS serves more than 165,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2020 Operating Budget of approximately \$2.68 billion, MCPS employs more than 23,000 employees. Among the 206 schools that MCPS operates, 41 are National Blue Ribbon schools. Five MCPS high schools rank in the top 200 of *The Washington Post*'s 2017 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence. The student demographics of MCPS in 2020 are as follows:

MCPS, with its 208 schools, is the 14th largest school district in the country and the largest school system in Maryland. MCPS summary data from the 2019–2020 school year are presented below.

Number of students enrolled (as of September 30, 2019): 165,267 (representing 157 countries speaking more than 150 languages)

Student demographics:

Hispanic/Latino	32.4%
White	26.9%
Black or African American	21.4%

Asian	14.1%
Two or More Races	<5%
American Indian or Alaskan Native	<5%
Two or More Races	<5%
Students Receiving: ESOL Services	18.2%
Free and Reduced-price Meals	33.8%
Special Education Services	11.7%

3.0 Contract Term

The initial term of contract shall be one year as stipulated on the RFP. 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 on year term. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor 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 (BOE) to extend the contract or decide to rebid. If the contract is extended by the MCPS-BOE a contract amendment will be issued.

4.0 Contract Termination

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

5.0 References

All offerors shall include a list of a minimum of five references who use are required to provide three references. The references shall include a detailed summary of services provided, company name, contact person, email address, and phone number of all references 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.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short-listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

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

2. _____

Email _____

3. _____

Email _____

4. _____

Email _____

5. _____

Email _____

6.0 Format of Response

6.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.

6.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with MCPS. This includes, but is not limited to, the contractor’s point-by-point response to this RFP. If the vendor responds only “Understand and comply,” it is assumed that the vendor complies with MCPS’ understanding of the requirement.

6.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.

6.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

7.0 Mandatory Submissions

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Laly Bowers, Buyer, MCPS Division of Procurement at Laly_A_Bowers@mcpsmd.org a Microsoft Word version to help them in preparing the response.

One original and two copies as well as one electronic version on flash drive and one redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be

received no later than 2:00 p.m. on February 22, 2023. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Division of Procurement
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

Complete Response must include:

- Point-by-point Response to each section of the RFP
- Pricing Proposal
- References, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C) N/A
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any variances from or objections to the terms and

- A separate redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.

8.0 Treatment of Technical Data in Proposal

The proposal submitted in response to this request may contain technical data which the offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 11.0.

9.0 Proprietary and Confidential Information

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

10.0 Evaluation Criteria

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 13.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals may be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offeror(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

Proposals meeting all requisite criteria will be evaluated. Those who do not meet this criterion will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services
3. References
4. Pricing Proposal

11.0 Schedule of Events

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	January 27, 2023
Questions Due:	February 8, 2023 @ 4:00 p.m.
Preproposal Conference:	February 15, 2023 @ 10:00 a.m.
Proposals Due:	February 22, 2023 @ 2:00 p.m.
Anticipated award date:	March 28, 2023

All dates are subject to change at the discretion of MCPS.

12.0 **Pre-Proposal Conference**

A Pre-Proposal Conference for prospective offerors will be held on February 15, 2023 at 10:00 a.m. Attendance to this conference is encouraged, but is not mandatory. Questions to this RFP are due by 4:00 p.m. on February 8, 2023 so that responses can be prepared for the pre-proposal conference. The purpose of the pre-proposal conference will be to allow prospective firms the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

Firms shall provide the names of the persons who will attend the pre-bid conference. Please send no more than two representatives. Send the names to Attn: Laly Bowers, MCPS Division of Procurement via email Laly_A_Bowers@mcpsmd.org and/or Procurement@mcpsmd.org no later than February 13, 2023.

13.0 **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement via email at Procurement@mcpsmd.org to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

14.0 **e-Maryland Marketplace Advantage (eMMA)**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/page.aspx/en/sup/registration> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

15.0 **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 require 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 the 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 Awarded offeror(s) and this contract shall be binding only upon the principal's 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 offeror. 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.

16.0 Inquiries

Inquiries regarding this solicitation must be submitted in writing to Laly Bowers, MCPS Division of Procurement Buyer II, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or via email to Laly_A_Bowers@mcpsmd.org. Questions are due at 4:00 p.m. on February 8, 2023. Responses will be posted on the MCPS Procurement website. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offeror as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Division of Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

17.0 Unnecessarily Elaborate Brochures

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

18.0 Bid Protests

Any bid protests, including appeals, will be governed by the applicable MCPS Division of Procurement Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

19.0 Contract

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles.

Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

20.0 Bidder Qualification

Bidders are required to furnish evidence that they are authorized dealers for the manufacturers of the items listed, or regularly engaged in providing the services on which they are submitting a bid response in both cases they must maintain a regularly established place of business.

21.0 Hazardous and Toxic Substances and Material Safety Data Sheets

Manufacturers and distributors are required by the “Federal Hazard Communication Standard” (29 CFR 1910.1200), and the Maryland “Access to Information About Hazardous and Toxic Substances” law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. Deliveries to MCPS must comply with these requirements. All bidders are required to submit Material Safety Data Sheets for each item as applicable. Failure to submit Material Safety Data Sheets, as required, may be considered cause for cancellation and award to the next lowest bidder.

Data sheets for each product are to be submitted with packing slip on each delivery. Compliance on this requirement as required by law, rest solely with the bidder.

22.0 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.

23.0 Quantities

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

24.0 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 on 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.

25.0 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 as specified.

26.0 Samples

Samples may be required for evaluations purposes during evaluation on all items unless bidding the specified brand and model, or when noted on item specifications as "Sample Required". Samples shall be separate from the bid response and shall be forwarded to the Division of Procurement, 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.

27.0 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.

28.0 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 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 180 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.

DETAILED SPECIFICATIONS/REQUIREMENTS

1. Service Details

MCPS is seeking three competitive bidders from various sellers to provide and deliver HVAC Air Filters to three MCPS service centers per the details described herein. Each awarded contractor will provide service for one of the three service areas.

The service areas are down-county, mid-county, and up-county. Interested vendors may provide a proposal for one service area or more service areas that commits with the operational functions and deadline deliveries.

Deliveries for all HVAC Air Filters will be made to MCPS, Division of Maintenance and Operations (DMO), 8301 Turkey Thicket Dr., building 4, Gaithersburg, MD 20879, no shipping/delivery costs will be accepted.

Interested contractors are invited to respond to this RFP by describing how they can meet the requirements set out in this RFP and by providing other information requested or necessary.

2. Scope of Services

Montgomery County Public School has determined nominal HVAC air filters sizes.

- a. Filters Delivery must meet the specification and requirements that are described in the RFP.
- b. The awarded service center vendor will be required to complete a site survey to take measurements for accurate size filters.
- c. Provide measuring services for HVAC units to ensure the proper fit for the air filter used in each unit.
- d. Vendor to provide necessary feedback in cases where there is a discrepancy.
- e. The measurement of each HVAC unit for proper filter size or sizes per location. This information will be provided to MCPS in excel format for future reference and verification. (b) Measurement of filters in occupied spaces in school facilities must be completed during non-instructional hours, either before or after the instructional day or on non-instruction days, or MCPS staff will coordinate with the school during regular duty hours.

3. Specifications

- A. A filter inventory of MCPS HVAC Air Filters is included in this RFP as a [link](#)
- B. Supplier must provide service for four filter changes delivery per year. Use the quarter chart as reference.

- C. Based on the quarter chart. The award vendor must provide three 'LOT' deliveries monthly to complete a quarter as assigned from the purchase order.
- D. Most filters are rated at MERV 10 or MERV 13 as determined by location.
- E. MCPS will provide of most HVAC unit general information and each facility information is included in this RFP [HVAC Measuring Service Facility HVAC .zip](#) for the measuring service.

4. **Special Requirements**

The requirements below are necessary for the successful operation for the DMO Distribution Center.

Delivery will be required in accordance with the timeline. A purchase order should be issued and signed by the director of Division of procurement or an order place by an authorized representative of MCPS.

Deliveries will be accepted between 7.00 am to 2.00 PM. Supplier must call 240-710-2500 at least 24 hours prior to delivery to make an appointment. Deliveries must be accompanied by a shipping/packing list, reference the purchase order number.

Deliveries without appointment or shipping/packing list will not be accepted by the MCPS Distribution Center staff.

5. **Packaging**

- A. Provide appropriate filter grade (MERV 10 and 13) according to each facility required.
- B. Customize package delivery by school/facility, quantity, type of filter, size.
- C. Standard wooden pallet load range (including pallet): 38-40 in deep x 36-48 in wide x 48-56 in high
- D. For facilities that have filters size up to 48 in: Load range (including pallet): 38-40 in deep x 36-48 in wide x 57-88 in high

6. **Timeline**

Time is of the essence in the performance of this contract. MCPS Distribution Center will have in place a formal distribution process that will operate - by monthly Lot delivery to the different MCPS facilities.

7. **Other Fees**

Describe in detail other fees, and the cost associated with the service required. In case of failure to deliver goods or services in the accordance with the contract(s) terms and conditions, MCPS, after due oral or written notice, may procure substitute good or services from other sources.

8. **Performance**

- A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the MCPS, Division of Procurement.

- B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the director, Division of Procurement or his designee.
- C. Vendor must supply MCPS with any/all applicable warranty information, whether express or implied.
- D. During the period of contract or any extension thereof, MCPS reserves the right to add or delete HVAC air filters sizes, quantities, etc.
- E. MCPS schools may make changes in the general scope of the contract services provided by the vendor by written notice. The supplier shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
- F. If any such changes cause a material increase or decrease in the vendor's cost of operation or the time required for attainment of required service level, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly.
- G. The awarded contractor may be required to meet periodically with the MCPS representatives to discuss services and performance.

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Fax Number _____
- 6. Toll Free Number _____
- 7. Email Address _____
- 8. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 9. Purchase Order Address _____
- 10. Representative's Name _____
- 11. Phone Number(s)/Extension(s) _____
- 12. Fax Number _____
- 6. Email Address _____

III. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

IV. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard
- No, we do not accept MasterCard

Note: Beginning April 1, 2018, 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.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

- Facsimile
- US Mail
- Email
- EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

- African American
- Asian American
- Hispanic
- Native American
- Female
- Disabled
- None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

V. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair

and without collusion or fraud.

- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____