

# **The Board of Education of Montgomery County**

## **Montgomery County Public Schools**

**Division of Procurement**

**45 West Gude Drive, Suite 3100**

**Rockville, MD 20850-9999**

**240-740-7600**

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# **Invitation For Bid**

**Bid Closing Time: 2:00 PM**

**Bid Closing Date: 11/18/22 2:00 PM**

**For Inquiries Contact: Rebecca Williams**

**NOTE: In the event of emergency closing of Board of Education offices, this bid will close at the same time on the next regular working day.**

**BIDS RECEIVED AFTER THE BID CLOSING TIME AND DATE WILL NOT BE ACCEPTED.**

1. **Term of Contract: 1/11/23 through 1/10/24**
2. **Terms of Delivery: 30 Days**
3. **Delivery Destination:**
  - **Department of Transportation, 16651 Crabbs Branch Way, Rockville, MD**
4. **Bid Security Required: None**  
**Bid Security must be made payable to Montgomery County Board of Education**
5. **Performance Bond Required: No**
- 6a. **Samples Required: No**
- 6b. **Sample Delivery Requirements:**
  - **Deliver to the Procurement Unit**
  - **Deliver to Supply and Property Management**
  - **Deliver to the Food Service Warehouse**
  - **Other**

**6c. Sample Delivery Time:**

- **Prior to bid opening**
- **At time of bid opening**
- **Subsequent to bid opening**

*Submit your response to the following contact.*

Company **Board of Education of Montgomery County**  
 Buyer **Rebecca Williams**  
 Location **Montgomery County Public Schools**  
**850 Hungerford Drive**  
**Rockville, MD 20850**  
**UNITED STATES**

Phone  
 Fax  
 E-mail **Rebecca\_V\_Williams@mcpsmd.org**

*When submitting your response, include the following information.*

Your Company Name	
Company Site <i>(Optional)</i>	
Address	
Contact Details	
Response Valid Until <i>(Optional)</i>	

This document has important legal consequences. The information contained in this document is proprietary of Board of Education of Montgomery County. It shall not be used, reproduced, or disclosed to others without the express and written consent of Board of Education of Montgomery County.

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## 1 Overview

### 1.1 General Information

Title **7161.6, Wipes for Transportation Depots**  
 Synopsis **The specifications contained herein are intended to cover the furnishing and delivering of wipes to the Montgomery County Public Schools (MCPS) Department of Transportation, 16651 Crabbs Branch Way, Rockville, Maryland.**  
 Buyer **Rebecca Williams** Outcome **Blanket Purchase Agreement**  
 E-Mail **Rebecca\_V\_Williams@mcpsmd.org**  
 Introduction  
 The responses for this bid will be accepted electronically. Please contact the buyer listed, via email at ([Rebecca V Williams@mcpsmd.org](mailto:Rebecca_V_Williams@mcpsmd.org)) for instructions on registration to participate in this opportunity. In your response, please provide the W-9 form, as well as the name, telephone number, and email address of the person who will be responding to the bid.

### 1.2 Schedule

Preview Date  
 Close Date **11/18/22 2:00 PM** Open Date **10/28/22 3:00 PM**  
 Time Zone **Eastern Standard Time** Award Date

### 1.3 Negotiation Controls

Response Visibility **Sealed**

### Lines Settings

Rank Indicator **1,2,3...**  
 Ranking Method **Price only**

### 1.4 Response Rules

*This negotiation is governed by all the rules displayed below.*

	Rule
<input checked="" type="checkbox"/>	Suppliers are allowed to respond to selected lines
<input checked="" type="checkbox"/>	Suppliers are allowed to revise their submitted response

### 1.5 Terms

Agreement Start Date **1/12/23** Agreement End Date **1/11/24**  
 Agreement Amount (USD) Minimum Release Amount (USD)  
 Payment Terms **Net 30** Freight Terms **None**  
 Shipping Method FOB **None**  
 Negotiation Currency **USD (US Dollar)** Price Precision **2**

## 2 Requirements

*\*Response is required*

### 2.1 Section 1. Notice to Bidders

\*1. Review the following details in your Supplier Profile to verify the correct information for this Solicitation

- Purchase Order Address
- Payment Address & Method
- Purchase Order Communication Preference (Email, Fax, or US Mail)

Select one of the following:-

a. Yes, I agree to maintain my profile

\*2. MCPS may consider prompt payment discounts as part of the award; however, the Board reserves the right to make awards according to the best interest of MCPS

*Hint: Enter % of discount offered or none - Prompt payment discounts of less than twenty (20) days will not be considered.*

\*3. This section is to capture the Minority Business Enterprise Classification. Check all that apply

Select all that apply:-

- a. Asian American
- b. African American
- c. Female
- d. Hispanic
- e. Native American
- f. Disabled
- g. Other

\*4. Has your firm had any pending litigation or debarment from doing business with the State of Maryland or any of its subordinate government units or federal government within the past five(5) years?

Select one of the following:-

- a. I acknowledge that my firm has NO pending litigation and/or debarment
- b. Yes, please explain and provide attachment

\*5. Please sign, complete, and upload the attached Offeror's Certification form.

Attachments:

File Name or URL	Type	Description
Offeror Certification.pdf	File	

Select one of the following:-

- a. Yes, signed and submitted(*Response attachments are required*)

### 2.2 Section 2. Notice to Bidders Required Attachments

\*1. Please select the applicable geographic location

Select all that apply:-

- a. Montgomery County, MD
- b. Washington DC
- c. Other Maryland

d. All Other

**Respond to the following requirements if you selected option d. for requirement 1.**

\*1.d.1. Do you have a local affiliate office

*Hint: Local includes Maryland, Virginia, and District of Columbia*

Select one of the following:-

- a. Yes, I have a local affiliate office
- b. No, I do not have a local affiliate office

**Respond to the following requirements if you selected option a. for requirement 1.d.1.**

\*1.d.1.a.1. Please provide your city and state

\_\_\_\_\_

\*2. Please provide your city and state

\_\_\_\_\_

\*3. Do you have a local affiliate office

*Hint: Local includes Maryland, Virginia, and District of Columbia*

Select one of the following:-

- a. Yes, I have a local affiliate office
- b. No, I do not have a local affiliate office

**Respond to the following requirements if you selected option a. for requirement 3.**

\*3.a.1. Please provide your city and state

\_\_\_\_\_

\*4. **MAPT Rider Clause Form**

Bidder's Authorization to Extend Contract:  
Please review the attached form.

Attachments:

File Name or URL	Type	Description
MAPT Cooperative Rider Clause-	File	MAPT Cooperative Rider Clause form

Select one of the following:-

- a. Yes, I have reviewed the MAPT Rider Clause Form(*Response attachments are optional*)

\*5. It is required for all Bidders to provide three current references. Each reference shall include the company name, contact person, address, and phone number. All references must be from current customers for which a contract of similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, then your bid may not be considered.

Select one of the following:-

- a. Yes, I have uploaded three current customer references(*Response attachments are required*)



### 3 Lines

#### 3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-HAND WIPES FOR TRANSPORTATION DEPOTS. SOFT AND ABSORBENT ALL-PURPOSE ONLY GEORGIA PACIFIC TASKMATE 20065 WHITE TOWEL SHALL BE CONSIDERED AT THIS TIME.	750	Case			

#### 3.2 Line Details

**3.2.1 Line 1 HAND WIPES FOR TRANSPORTATION DEPOTS. SOFT AND ABSORBENT ALL-PURPOSE ONLY GEORGIA PACIFIC TASKMATE 20065 WHITE TOWEL SHALL BE CONSIDERED AT THIS TIME.**

Category Name **485.00 Janitorial Supplies, General Line**

Item Allow Alternate Lines **No** Revision

Target Minimum Release Amount (USD)

Start Price (USD)

### 4 Contract Terms

**Terms and Conditions**

## **GENERAL STIPULATIONS AND INSTRUCTIONS TO BIDDERS**

### **Invitation for Bid**

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation for Bid. Responses to bids must be submitted through the online supplier portal. If a bidder is unable to respond through the online supplier portal due to special circumstances, the bidder must contact the buyer for approval to submit a paper bid response. Paper bid responses must be delivered in sealed envelopes. Envelopes must be clearly marked on the outside lower left corner with the bid number and bid closing date and time. Emailed bid responses are not accepted.

The Board of Education will receive proposals through the supplier portal until the closing date and time indicated.

### **Intent**

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid closing.

### **Right to Cancel or Reject Bids**

1. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.

2. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.

3. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

### **Right to Purchase In the Open Market**

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

### **Failure to Furnish Item(s)**

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

### **Employer Information Report EEO-1**

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report. If you are filing a report for the first time, upload a copy of EEO-1 to the online supplier portal. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

### **Preparation of Bid**

Bid responses must be submitted through the online supplier portal. Responses must be acknowledged online by an authorized representative of the company submitting the bid response. It is the intent of this solicitation that should a given bid response be accepted, it will automatically become the contract. Notification of the bid award will be through the online supplier portal.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required, if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

### **Discounts**

The Board of Education reserves the right to consider discounts in computing the bid.

1. Trade Discounts - All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless:

- a. specifically requested in that manner; and
- b. a copy of the referenced price list is uploaded to the online supplier portal.

2. Payment Discounts - Prompt payment discounts are solicited and will be treated as follows:

- a. Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid response for the purpose of determining the lowest price offered.
- b. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

### **"Or Equal" Interpretation**

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any

written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

### **Consideration of Prior Service**

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

### **Delivery**

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted. Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

### **Packing Slips and Delivery Tickets**

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

### **Invoices**

Unless otherwise specified in the bid document, electronic payment depends on receipt of a proper invoice and satisfactory contract performance, and completion of electronic payment form. All invoices are to be transmitted to the Division of Controller at:

Division of Controller

45 West Gude Drive, Suite 3200

Rockville, MD 20850-9999

accountspayable@mcpsmd.org

(240) 740-7500

Every invoice must include the following information:

1. Name and address of the contractor
2. Taxpayer Identification number
3. The purchase order number
4. An invoice number
5. Bid number if applicable
6. The ship to address
7. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
8. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

### **Bid Security**

If bid security is required, it must be payable to: "Montgomery County Board of Education." Such bid security will be

returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the closing date of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

### **Performance Bonds**

If required, the successful bidder or bidders must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

### **Provision for Municipal Offices**

Each bidder agrees when submitting the bid, that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

### **Product Testing During Time of Contract**

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

### **Safety Standards**

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSH). Material Safety Data Sheets shall be included in all shipments.

### **General Guaranty**

The contractor agrees to:

1. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
2. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
3. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
4. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland

### **Indemnity**

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom,

whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

### **Insurance**

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

### **Inspection of Premises**

Before submitting a bid response for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid response will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

### **Patents**

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

### **Samples and Catalog Cuts**

#### **1. Requirements and Delivery**

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

#### **2. Sample Identification**

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

#### **3. Testing or Comparing Samples**

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw,

uncooked, baked, or canned sample being submitted at the time of bid closing or subsequent to bid closing. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

#### 4. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

#### 5. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

#### 6. Descriptive Literature

All bidders are required to furnish with the bid response a brochure, preferably uploaded electronically, (if a hard copy is provided, it should be properly bound) labeled, and showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

a. Vendor's name, address, and phone number

b. Bid number

#### **Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

#### **Guarantee**

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These



repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

### **Signature To Bids**

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary will be transmitted through the online supplier portal. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

### **Error in Bids**

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bid responses; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

### **Resolution and Disputes**

Bidders who have any concerns regarding the recommended awards of this solicitation should contact the buyer in the Division of Procurement promptly before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the director of the Division of Procurement. The director of the Division of Procurement shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the director of the Division of Procurement within seven (7) calendar days of the date of the pre-award notice.

## **GENERAL CONDITIONS AND SPECIFICATIONS**

### **Intent**

The specifications contained herein are intended to cover the furnishing and delivery of wipes to the Montgomery County Public Schools (MCPS) Department of Transportation, 16651 Crabbs Branch Way, Rockville, Maryland as described.

### **Delivery**

Delivery shall be required within 15 days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management, or an order placed by an authorized representative using the MCPS Purchasing Card.

A packing slip shall be provided with each delivery. The quantity delivered and unit of measure on the packing slip must match as stated on the purchase order.

Items on backorder should be noted on the packing slip. Please pay special attention to delivery locations when shipping products.

Delivery is required within a maximum of three working days between the hours of 8:30 a.m. and 3:30 p.m., after notification by an authorized representative of MCPS. There may be instances when delivery will be required within one day or less and/or including holidays and Saturdays.

MCPS reserves the right to pick up orders from a successful Bidder's place of business, if MCPS deems it necessary. In those instances, the contractor shall only release the materials to the designated MCPS representative who is authorized to pick up orders.

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.

### **Award**

It is the intent to award to the bidder submitting the most favorable unit prices with consideration being given to quality of service, acceptable merchandise, previous performance, and with regard to the bidder ability to perform should they 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, MCPS reserves the right to make awards according to the best interests of MCPS.

MCPS 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 for items or services that cannot be provided by an awarded supplier.

### **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 one year terms. MCPS Procurement staff may make a recommendation to the Board of Education to extend the contract or rebid. A notification 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 will have ten (10) days from the date of notification to acknowledge their intent to accept or reject the extension through the supplier portal. If the contract is extended by the Board of Education, then a contract amendment will be issued.

### **Provision for Price Adjustment**

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 Rebecca Williams, Buyer, by email at [Rebecca\\_V\\_Williams@mcpsmd.org](mailto:Rebecca_V_Williams@mcpsmd.org) or [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) 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 the request for a price increase is approved, a contract amendment will be issued.

### **Brand Names**

The brand names and code or model numbers in the line item specifications are the exclusive brands desired and substitutions will not be considered at this time.

In the brand column state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

Other brands will be evaluated and tested if materials are submitted at no cost to MCPS. Forward samples to MCPS Division of Procurement, Attn: Rebecca Williams, Buyer, 45 West Gude Drice, Suite 3100, Rockville, Maryland 20850. Testing normally requires a minimum of 60 days to complete; therefore, your samples for testing may be approved for a future bid if the evaluation is satisfactory.

### **Samples**

Samples, if required, shall be submitted separately from the bid response. 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 Retention and Removal of Samples of the General Stipulations and Instructions to Bidders). Failure to deliver samples as required will result in automatic disqualification.

### **Deviations**

All bids meeting the intent of the invitation will be considered for award. Bidders offering substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully in an attachment, to be submitted with the bid. The absence of an attachment indicates 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.

New Products that do not meet specifications may be offered for consideration for future bids. Identify the new product(s) and provide a brief written explanation detailing the advantages that can normally be expected of this product over the product specified.

### **Quotations**

No bidder will be allowed to offer more than one price on each item even though they may have 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.

A bidder may restrict their 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 unresponsive. 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.

### **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 at no cost, such as a restocking fee, and to the satisfaction of MCPS.

### **Quantities**

Quantities in this request are based upon prior usage and are 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 individual locations.

### **Invoicing**

The invoice must match the quantity delivered, unit of issue/measure, and price on the purchase order.

All invoices shall be in duplicate and must be included with each delivery. The invoice shall contain the applicable MCPS purchase order number. **All invoices shall contain the bidder's invoice number.**

### **Packaging**

The quantity delivered and unit of measure on the packing slip must match the purchase order. All items shall be clearly marked with the brand name of the article, quantity enclosed, size and/or color. All bulk material listed in the item specifications and designated by the word "Pallet", shall be delivered on pallets not less than 36 inches wide. The material shall be palletized in accordance with accepted trade practices. Pallets may be of the disposable type.

### **Award Criteria**

1. Conformance to specifications
2. Ability to perform
- 3 Price
4. Past Performance
5. Completeness of Response

### **Amendments**

Amendments may occur prior to the solicitation closing date and time. Bidders must register in the supplier portal and acknowledge their intent to participate in this solicitation to be able to receive notification of an amendment. If an amendment is issued, the bidder must review and acknowledge the changes in order to submit a response.

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

### **1. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts (Not Applicable):**

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 their 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 their 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.

### **2. 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 their 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 an MCPS approved fingerprinting agency. Individuals fingerprinted for MCPS will be required to provide an authorization to release results, and MCPS will maintain copies of all records for criminal background checks performed for 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 their 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 their 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 Systemwide Safety and Emergency Management, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 240-740-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

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

### **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 Awarded 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 Awarded 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.

### **eMaryland 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://procurement.maryland>.

[gov/](#) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.