

**Department of Materials Management**  
**Procurement Unit**  
*MONTGOMERY COUNTY PUBLIC SCHOOLS*  
45 West Gude Dr, #3100  
**Rockville, Maryland 20850**

**Invitation For Bid #9404.6**  
**Water Treatment Supplies, Equipment and Chemicals**

**GENERAL CONDITIONS**

**A. Intent**

The purpose of this solicitation is to establish a contract to furnish and deliver water treatment chemicals described herein. Deliveries are to be made to Montgomery County Public Schools (MCPS), Division of Sustainability and Compliance, 8301 Turkey Thicket Drive, Bldg. A, 1<sup>st</sup> Floor, Gaithersburg, MD 20879.

**B. Delivery**

Delivery will be required within thirty days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Procurement Unit, or purchases made using the MCPS Purchasing Card by an authorized MCPS staff.

**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. Upon approval by the Board of Education an Award Notification letter will be mailed to the successful bidder(s) within the time for acceptance specified in the solicitation.

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be provided by any of the awarded supplier.

**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 one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor(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 adjustments downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime prior to award. Recommendations for awards, however, shall be made based on the original bid submission only.

The contractor agrees that for unit price contracts, prices shall remain firm for 90 days. If the price is increased after 90 days, the unit price may be increased only upon approval of a written request to the buyer. Upon receipt of the contractor's request, MCPS shall make a determination to approve or adjust the requested price increase based upon its investigation and the information provided by the contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The request for a change in the unit price shall include at a minimum, the cause for the adjustment; proposed date; and the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistic index, change in manufacturer's price, etc.)

The request must be received at least 30 calendar days prior to the effective date and shall become effective only upon approval by MCPS, Procurement Unit. The increased unit price shall not apply to orders received by the contractor prior to the effective date of the approved increase unit price. Orders placed by MCPS prior to the price increase approval shall be considered to have been received by the contractor after the fifth calendar day following the date of issuance. Any orders received prior to a request for a price increase shall be honored at the original contract price.

**F. Descriptive Literature**

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable MCPS to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

**G. Samples**

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

**H. Brand Names**

Reference to brand names and code or model numbers in the attached specifications is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. The use of such brand names should not be interpreted as the exclusive brand desired.

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.

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.

**I. Invoice/Payments**

Contractor shall submit an itemized invoice in duplicate one copy to the Division of Sustainability and Compliance, 8301 Turkey Thicket Drive, Bldg. A, 1<sup>st</sup> Floor, Gaithersburg, MD 20879 and one copy to the Division of Controller 45 West Gude Drive Room 3110, Rockville, MD 20850. The invoice shall contain applicable Purchase Order/ Blanket Release number and the location/office receiving the supplies.

The Contractor Automatic Clearing House (ACH) Program for MCPS allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Division of Controller's efforts to improve customer service. If you need additional information please email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

**J. Interpretation**

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

**K. Deviations**

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

**L. Quotations**

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products that do not meet specifications in every respect from being offered as a separate item for consideration. 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. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

**M. 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 and to the satisfaction of MCPS.

**N. Quantities**

MCPS shall not be obligated to purchase any specific quantity. Quantities in this request are subject to change and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term for delivery to individual locations.

**O. Labeling****Precautionary Labeling (HEW Publication No. (NIOSH) 75-126)**

Many chemicals present little or no hazard in normal handling and storage. For those chemical products that do present a significant hazard, the label shall contain the following information:

1. Description of the hazardous material
2. Indicate the degree and type of hazard(s)
3. Describe signs and symptoms from overexposure
4. Prescribe safe handling procedure
5. Describe the proper emergency care in the event of exposure
6. Indicate disposal methods

Failure to properly label chemical containers as required will be cause to terminate your contract.

**P. Safety Data Sheets**

All bidders offering a brand other than specified are required to submit a safety data sheet (SDS) with his bid containing information such as chemical composition, chemical and physical characteristics, health and safety hazards and precautions for safe handling and use. Failure to submit the SDS will be just cause to rejection of the bid. The successful bidder shall provide SDS with each shipment, as required by Federal regulations. All data sheets must be identified with bid number and item number.

**Q. Additions/Deletions**

MCPS reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. MCPS and the Contractor will mutually agree to prices for items to be added to the contract. Contract Amendments will be issued for all additions or deletions.

**R. Customer References**

Suppliers 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 has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

Company Name & Address      Contact Person      Phone Number      Contract Number

1. \_\_\_\_\_

Email \_\_\_\_\_

2. \_\_\_\_\_

Email \_\_\_\_\_

3. \_\_\_\_\_

Email \_\_\_\_\_

**S. Award Criteria**

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

**T. E.Maryland Marketplace Advantage Registration**

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 solicitation, as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland.

**U. 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.

#### V. Errata/Addenda

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement>. or contact Anissa Black, Buyer by email at [Anissa\\_B\\_Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org) or [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) in the Procurement Unit to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

#### W. Inquiries

All inquiries concerning this bid must be submitted in writing to: Anissa Black, Buyer, Montgomery County Public Schools, Procurement Unit, Room 3100, 45 West Gude Drive, Rockville, Maryland 20850, via fax at 301-279-3173, or by email at [Anissa\\_B\\_Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org). All inquiries must be received four business days prior to the bid opening date in order 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 quotation 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/>

#### X. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

##### **I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article

of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;

- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

## **II. Required criminal background check process for certain individuals in the contractor’s workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor’s direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the 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.