The Board of Education of Montgomery County

Montgomery County Public Schools

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

301-279-3555

Tina Marie Booth

Invitation For Bid

Bid Closing Time: 2:00 PM
Bid Closing Date: May 3, 2021
For Inquiries Contact: Tina Marie Booth at Tinamarie M booth@mcpsmd.org
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: June 1, 2021 through May 31, 2023
2. Terms of Delivery: 30 Days

- 3. Delivery Destination: Supply and Property Warehouse, Rockville, MD Individual Location, Noted on Purchase Order
- 4. Bid Security Required: None
 Bid Security must be made payable to Montgomery County Board of Education
- 5. Performance Bond Required: None
- 6a. Samples Required: A. Yes
- 6b. Sample Delivery Requirements: Deliver to 570 N Stonestreet Ave. Rockville, MD 20850 attention Tina Booth
- 6c. Sample Delivery Time: Prior to bid opening

Submit your response to the following contact.

Company Board of Education of Montgomery County

Buyer Tina Booth

Location Montgomery County Public Schools

850 Hungerford Drive Rockville, MD 20850 UNITED STATES

Phone Fax

E-mail TinaMarie_M_Booth@mcpsmd.org

When submitting your response, include the following information.

THE BUSINESS JOHN TESPONS	se, include the following information.
Your Company Name	
Company Site (Optional)	
Address	
Contact Details	
Response Valid Until	
(Optional)	

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1 Overview

1.1 General Information

Title **Health Room Supplies**

Synopsis The specifications contained herein are intended to cover the furnishing and

delivery of health room supplies. Deliveries are to be made to the Montgomery County Public Schools (MCPS) Supply and Property Management, Supply Warehouse, 502 North Stonestreet Avenue, Rockville, Maryland 20850 and individual MCPS locations within Montgomery County, Maryland as indicated on

individual purchase orders.

Buyer Tina Booth Outcome Blanket Purchase Agreement

E-Mail **TinaMarie_M_Booth@mc** psmd.org

Introduction psind.

The specifications contained herein are intended to cover the furnishing and delivery of health room supplies. Deliveries are to be made to the Montgomery County Public Schools (MCPS) Supply and Property Management, Supply Warehouse, 502 North Stonestreet Avenue, Rockville, Maryland 20850 and individual MCPS locations within Montgomery County, Maryland as indicated on individual purchase orders.

Electronic Responses:

The responses for this bid will be accepted electronically. Please contact the buyer listed, via email at tinamarie M booth@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 Open Date 3/30/21 2:00 PM

Award Date Close Date 5/3/21 2:00 PM

Time Zone Eastern Standard Time

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.

<u> </u>	genuiten is gerenieure, uit ine ruites aisprayeureten
	Rule
V	Suppliers are allowed to respond to selected lines
\checkmark	Suppliers are allowed to revise their submitted response

1.5 Terms

Agreement Start Date 6/1/21 Agreement End Date 5/31/23

Agreement Amount Minimum Release

(USD) 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)
*2.	Select one of the following:- a. Yes, I agree to maintain my profile 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.	. Check all that apply
	Select all that apply:- a. Asian American b. African American c. Female d. Hispanic e. Native American f. Disabled g. Asian h. None
*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
*5.	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 Please complete and sign the attached Offeror's Certification form and upload
	Select one of the following:- a. Yes, signed and submitted(Response attachments are required)
2.2	2 Section 2. Notice to Bidders Required Attachments
*1.	. Please select the applicable geographic location
	Select all that apply:- a. Montgomery County b. Washington DC c. Other Maryland d. All Other

Respond to the following require	ements if you sel	ected option d. for requirement 1.
*1.d.1. Do you have a local aff <i>Hint: Local includes M</i> Select one of the follow	aryland, Virginia,	and District of Columbia
a. Yes, I have a loca b. No, I do not have	l affiliate office	
-		
	· · · · · · · · · · · · · · · · · · ·	ected option a. for requirement 1.d.1.
*1.d.1.a.1. Please provide your cit	y and state	
*2. Please provide your city and sta	nte	
*3. Do you have a local affiliate of <i>Hint: Local includes Maryland</i> Select one of the following:- a. Yes, I have a local affilia b. No, I do not have a local	Virginia, and Dis	strict of Columbia
Respond to the following require	ements if you sel	ected option a. for requirement 3.
*3.a.1. Please provide your cit	y and state	
*4. MAPT Rider Clause Form Bidder's Authorization to Exter Please review and complete the Attachments:		
File Name or URL	Type	Description
MAPT Cooperative Rider Clause.	File	
*5. Bidders shall provide three reperson, address and phone nur has been provided. If the refer your bid may not be considered <i>Hint: MCPS will accept either</i> Select one of the following:- a. I have completed and atta	ferences with their of three currence information the attached MCP ached the MCPS c	m(Response attachments are required) r bid submission. The references shall have company name, contact ent customers for which a contract of similar size and type of project is not accurate and MCPS cannot contact the person(s) named, then S customer reference form or your own reference document ustomer reference form(Response attachments are optional) tomer reference document(Response attachments are optional)

3 Lines

3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-Applicator, Cotton Tip, 1000/Carton, Q- Tip on Long Stick, Dealmed, 782010	360	Carto n			
2-Cotton Balls, Unsterile, 4000/Box	300	Box			
3-Alcohol, Rubbing, 70% Isopropyl	2,400	Pint			
4-Bandage Strips, Adhesive, 3/8 In. X 1 1/2 In., 100/Box	1,200	Box			
5-Bandage Strips, Adhesive, 3/4 In. X 3 In., 100/Box	4,200	Box			
6-Bandage Strips, Adhesive, 1 In. X 3 In., 100/Box	4,200	Box			
7-Bandage, Adhesive, 7/8 In. Spot, 100/Box	600	Box			
8-Bandage, Adhesive, Large, 2 In. X 4 1/2 In., 50/Box	1,500	Box			
9-Bandages, Gauze, 1 In. X 4 Yards, 24/Pkg	120	Packa ge			
10-Bandages, Gauze, 2 In. X 5'	120	Doze n			
11-Bandages, Gauze, 3 In. X 5'	150	Doze n			
12-Bandage, Triangular	500	Each			
13-Calomine Lotion	480	Each			
14-Bloodborne Pathogen Kit, , 21096	70	Each			

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
15-Bull Horn, 5- Watt, For Emergency Kit, Gamecraft, MS Meg 22W Mini	20	Each			
16-Tape, Caution/Do Not Enter, Yellow With Black, SAF, 400CC	120	Each			
17-Safety Vest, Fluorescent Lime Green, Safeware, GAVEB.75	100	Each			
18-First Aid Kit For Emergency Kit, Pro Advantage by NDC, P440025	300	Each			
19-Face Mask With Single Elastic Retention Band 8 In., 20/Box, AMD Medicom, M2321	1,000	Box			
20-Bios Mask, Economy AF Surgical W/E, Supplier Item, 55648 H1N1	1,000	Box			
21-Cold Pack, 5 3/4 In. X 8 3/4 In.	800	Each			
22-Cold Pack, 5 3/4 In. X 6 3/4 In.	1,800	Each			
23-Cotton, Absorbent, Sterile, 1 Lb,	24	Each			
24-Paper Cups, 3 Oz, 100/Pkg	4,000	Packa ge			
25-Disinfectant, Germicidal Spray, 16 Oz	300	Each			
26-Forceps, Splinter, Pointed, Tweezer	150	Each			
27-Forceps, Splinter, Slant End, Tweezer,	150	Each			
28-Pads, Gauze, 2 In. X 2 In. , 100/Box	160	Box			

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
29-Pads, Gauze, 3 In. X 3 In. , 100/Box	100	Box			
30-Pads, Gauze, 4 In. X 4 In. , 100/Box	300	Box			
31-Examining Paper, 18 In. W X 235'	3,000	Roll			
32-Petrolatum, White, 4 Oz Tube	600	Tube			
33-Pillow Case, No-Iron Muslin, 42 In. x34 In.	120	Each			
34-Pillow Cover, Vinyl	250	Each			
35-Pillow, Dacron, Non- Allergenic	60	Each			
36-Safety Pins, Size 2, 144/Pkg,	240	Packa ge			
37-Scissors, Bandage, 5 1/2 In.	120	Each			
38-Soap, Medicinal, Gallon (Green)	180	Gallo n			
39-Tape, Adhesive, 1/2 In. X 5 Yards	300	Spool			
40-Tape, Adhesive, 1 In. X 5 Yards, Dynarex, 3582-10	500	Spool			
41-Tape, Adhesive, 2 In. X 5 Yards	150	Spool			
42-Tissue, Facial, 30 Boxes/Case	5,000	Case			
43-Tongue Depressor, 500/Box	850	Box			
44-Towels, Paper, White, 13 In. X18 In., Healthroom, 500/Bx	1,000	Box			
45-Bandages, Adhesive, Knuckle, 100/Box	700	Box			
46-CPR Masks W/One-Way Valve	70	Each			

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
47-Bandages, Elastic, Ace 3 In. X 5 Yards', 10/Box	90	Box			
48-Pen-Lite, Disposable, 6/Pkg	150	Packa ge			
49-Scale, Portable, School Or Physical Education, Health O Meter	6	Each			
50-Telfa Pads, 2 In. X 3 In., Nonadhesive, 100/Bx	80	Box			
51-Telfa Pads, 2 In. X 3 In., Adhesive, 100/Box	80	Box			
52-Ziploc Bags, 10 In. X 12 In., 100/Box, Ziplock Gallon Size	2,000	Box			
53-Dust Mask, Disposable, 50/Box	10,000	Box			
54-Medicine Cup 1 Oz, 100/Pkg	600	Packa ge			
55-Bandages, Adhesive, Fingertip, Medium 100/Box	700	Box			
56-Recovery Couch W/Headrest, Health Room Cot	12	Each			
57-Ziploc Bags, Quart Freezer Bag, 7 In. X 8 In., 40/Box, Ziplock	3,600	Box			
58-Hand Sanitizer, Instant, 8 Oz, 12/Case	1,200	Case			
59-Wipes, Sanitizing, Bleach Free	20,000	Each			
60-Gloves, Nitrile, Small, Powder Free, 100/Box	2,000	Box			

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
61-Gloves, Nitrile, Medium, Powder Free, 100/Box	12,000	Box			
62-Gloves, Nitrile, Large, Powder Free, 100/Box	12,000	Box			
63-Gloves, Nitrile, X-Large, Powder Free, 100/Box	5,000	Box			
64-Blanket, 58 In. X 72 In., Blue, Fleece,	24	Each			
65-Alcohol, 99% Isopropyl	300	Pint			
66-Wheelchair, FIxed Arms, Elevating Leg Rests, 18" Adult		Each			
67-Digital Blood Pressure Monitor with One Button Operation, Adult Size Cuff, Fits Arm Circumference of 71/2" to 121/4"	100	Each			
68-Digital Blood Pressure Monitor with One Button Operation, Large Adult Size Cuff, Fits Arm Circumference of 113/4" to 173/4"	100	Each			
69-Thermometer, Welch Allyn Suretemp Plus 690	100	Each			
70-Thermometer Probe Covers for Welch Allyn Suretemp Plus 690, 1000/cs.	100	Each			
71-Thermometer, non-contact, FR880	100	Each			
72-Bandages, Adhesive, Assorted	6,000	Each			

3.2 Line Details

3.2.1 Line 1 Applicator, Cotton Tip, 1000/Carton, Q-Tip on Long Stick, Dealmed, 782010

Category Name **475.00 Healthroom Supplies**

Item 1561002 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.2 Line 2 Cotton Balls, Unsterile, 4000/Box

Category Name 475.00 Healthroom

Supplies

Item 1561020 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.3 Line 3 Alcohol, Rubbing, 70% Isopropyl

Category Name 475.00 Healthroom

Supplies

Item 1561005 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.4 Line 4 Bandage Strips, Adhesive, 3/8 In. X 1 1/2 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561022 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.5 Line 5 Bandage Strips, Adhesive, 3/4 In. X 3 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561023 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle	Respons e Value	Start Date	End Date
		One Value)			

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.6 Line 6 Bandage Strips, Adhesive, 1 In. X 3 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561026 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.7 Line 7 Bandage, Adhesive, 7/8 In. Spot, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561029 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

$3.2.8\ Line\ 8\ Bandage,\ Adhesive,\ Large,\ 2\ In.\ X\ 4\ 1/2\ In.\ ,\ 50/Box$

Category Name 475.00 Healthroom

Supplies

Item 1561032 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.9 Line 9 Bandages, Gauze, 1 In. X 4 Yards, 24/Pkg

Category Name 475.00 Healthroom

Supplies

Item 1561035 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.10 Line 10 Bandages, Gauze, 2 In. X 5'

Category Name 475.00 Healthroom

Supplies

Item 1561038 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.11 Line 11 Bandages, Gauze, 3 In. X 5'

Category Name 475.00 Healthroom

Supplies

Item 1561041 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.12 Line 12 Bandage, Triangular

Category Name 475.00 Healthroom

Supplies

Item 1561044 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.13 Line 13 Calomine Lotion

Category Name 475.00 Healthroom

Supplies

Item 1561205 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.14 Line 14 Bloodborne Pathogen Kit, , 21096

Category Name 345.00 First Aid and

Safety Equipment and

Supplies

Item 1561400 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.15 Line 15 Bull Horn, 5-Watt, For Emergency Kit, Gamecraft, MS Meg 22W Mini

Category Name 345.00 First Aid and

Safety Equipment and

Supplies

Item 1561610 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.16 Line 16 Tape, Caution/Do Not Enter, Yellow With Black, SAF, 400CC

Category Name 345.00 First Aid and

Safety Equipment and

Supplies

Item 1561615 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.17 Line 17 Safety Vest, Fluorescent Lime Green, Safeware, GAVEB.75

Category Name 345.00 First Aid and

Safety Equipment and

Supplies

Item 1561620 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Revision

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.18 Line 18 First Aid Kit For Emergency Kit, Pro Advantage by NDC, P440025

Category Name 345.00 First Aid and

Safety Equipment and

Supplies

Item 1561660 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.19 Line 19 Face Mask With Single Elastic Retention Band 8 In., 20/Box, AMD Medicom, M2321

Category Name 475.00 Healthroom

Supplies

Item 1561700

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.20 Line 20 Bios Mask, Economy AF Surgical W/E, Supplier Item, 55648 H1N1

Category Name 475.00 Healthroom

Supplies

Item 1561705 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.21 Line 21 Cold Pack, 5 3/4 In. X 8 3/4 In.,

Category Name 475.00 Healthroom

Supplies

tem 1561048 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.22 Line 22 Cold Pack, 5 3/4 In. X 6 3/4 In.

Category Name 475.00 Healthroom

Supplies

Item 1561047 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.23 Line 23 Cotton, Absorbent, Sterile, 1 Lb,

Category Name 475.00 Healthroom

Supplies

Item 1561053 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.24 Line 24 Paper Cups, 3 Oz, 100/Pkg

Category Name 475.00 Healthroom

Supplies

Item 1561059 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.25 Line 25 Disinfectant, Germicidal Spray, 16 Oz

Category Name **475.00 Healthroom**

Supplies

Item 0833540 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.26 Line 26 Forceps, Splinter, Pointed, Tweezer

Category Name 475.00 Healthroom

Supplies

Item 1561076 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.27 Line 27 Forceps, Splinter, Slant End, Tweezer,

Category Name 475.00 Healthroom

Supplies

Item 1561078 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.28 Line 28 Pads, Gauze, 2 In. X 2 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561094 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.29 Line 29 Pads, Gauze, 3 In. X 3 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item **1561097**

Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.30 Line 30 Pads, Gauze, 4 In. X 4 In., 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561100 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.31 Line 31 Examining Paper, 18 In. W X 235'

Category Name 475.00 Healthroom

Supplies

Item 1561103 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.32 Line 32 Petrolatum, White, 4 Oz Tube

475.00 Healthroom Category Name

Supplies

Item 1561106 Revision

Target Minimum Release Amount (USD)

Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.33 Line 33 Pillow Case, No-Iron Muslin, 42 In. x34 In.

Category Name **475.00 Healthroom Supplies**

Item 1561187 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.34 Line 34 Pillow Cover, Vinyl

Category Name 475.00 Healthroom

Supplies

Item 1561190 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.35 Line 35 Pillow, Dacron, Non-Allergenic

Category Name 475.00 Healthroom

Supplies

Item 1561184 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.36 Line 36 Safety Pins, Size 2, 144/Pkg,

Category Name 475.00 Healthroom

Supplies

Item 1561091 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.37 Line 37 Scissors, Bandage, 5 1/2 In.

Category Name **475.00 Healthroom Supplies**

Proprietary and Confidential 3/30/21 1:39 PM

Item 1561109 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.38 Line 38 Soap, Medicinal, Gallon (Green)

Category Name 475.00 Healthroom

Supplies

Item **1561115** Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.39 Line 39 Tape, Adhesive, 1/2 In. X 5 Yards

Category Name 475.00 Healthroom

Supplies

Item 1561127 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.40 Line 40 Tape, Adhesive, 1 In. X 5 Yards, Dynarex, 3582-10

Category Name 475.00 Healthroom

Supplies

tem 1561130 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.41 Line 41 Tape, Adhesive, 2 In. X 5 Yards

Category Name 475.00 Healthroom

Supplies

Item 1561133 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.42 Line 42 Tissue, Facial, 30 Boxes/Case

Category Name 475.00 Healthroom

Supplies

Item 1561142 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.43 Line 43 Tongue Depressor, 500/Box

Category Name 475.00 Healthroom

Supplies

Item 1561145 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.44 Line 44 Towels, Paper, White, 13 In. X18 In., Healthroom, 500/Bx

Category Name 475.00 Healthroom

Supplies

Item 1561151 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.45 Line 45 Bandages, Adhesive, Knuckle, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561424 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.46 Line 46 CPR Masks W/One-Way Valve

Category Name 475.00 Healthroom

Supplies

Item 1561426 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.47 Line 47 Bandages, Elastic, Ace 3 In. X 5 Yards', 10/Box

Proprietary and Confidential 3/30/21 1:39 PM

Category Name 475.00 Healthroom

Supplies

Item 1561430 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.48 Line 48 Pen-Lite, Disposable, 6/Pkg

Category Name 475.00 Healthroom

Supplies

n 1561434 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.49 Line 49 Scale, Portable, School Or Physical Education, Health O Meter

Category Name 475.00 Healthroom

Supplies

Item 1561506 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.50 Line 50 Telfa Pads, 2 In. X 3 In., Nonadhesive, 100/Bx

Category Name 475.00 Healthroom

Supplies

Item 1561436 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.51 Line 51 Telfa Pads, 2 In. X 3 In., Adhesive, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561438 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.52 Line 52 Ziploc Bags, 10 In. X 12 In., 100/Box, Ziplock Gallon Size

Item

Category Name 475.00 Healthroom Supplies

1561442 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.53 Line 53 Dust Mask, Disposable, 50/Box

Category Name 475.00 Healthroom

Supplies

Item 1561600 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.54 Line 54 Medicine Cup 1 Oz, 100/Pkg

Category Name 475.00 Healthroom

Supplies

Item 1561248 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.55 Line 55 Bandages, Adhesive, Fingertip, Medium 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561420 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.56 Line 56 Recovery Couch W/Headrest, Health Room Cot

Category Name 475.00 Healthroom

Supplies

Item 1561508 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.57 Line 57 Ziploc Bags, Quart Freezer Bag, 7 In. X 8 In., 40/Box, Ziplock

Category Name **475.00 Healthroom Supplies**

Item 1561441 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.58 Line 58 Hand Sanitizer, Instant, 8 Oz, 12/Case

Category Name 475.00 Healthroom

Supplies

Item 1561203 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.59 Line 59 Wipes, Sanitizing, Bleach Free

Category Name 475.00 Healthroom

Supplies

Item 1561800 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.60 Line 60 Gloves, Nitrile, Small, Powder Free, 100/Box

Category Name **475.00 Healthroom**

Supplies

Item 1561500

Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.61 Line 61 Gloves, Nitrile, Medium, Powder Free, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561505

Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.62 Line 62 Gloves, Nitrile, Large, Powder Free, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561510 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.63 Line 63 Gloves, Nitrile, X-Large, Powder Free, 100/Box

Category Name 475.00 Healthroom

Supplies

Item 1561515 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.64 Line 64 Blanket, 58 In. X 72 In., Blue, Fleece,

Category Name **475.00 Healthroom Supplies**

Proprietary and Confidential 3/30/21 1:39 PM

Item 1561163 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.65 Line 65 Alcohol, 99% Isopropyl

Category Name 190.25 Alcohols:

Ethyl, Isopropyl, Methyl, etc., and Glycerine

Item 0312150 Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.66 Line 66 Wheelchair, FIxed Arms, Elevating Leg Rests, 18" Adult

Category Name 475.00 Healthroom Supplies

Item Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Proprietary and Confidential 3/30/21 1:39 PM

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.67 Line 67 Digital Blood Pressure Monitor with One Button Operation, Adult Size Cuff, Fits Arm Circumference of 71/2" to 121/4"

Category Name

475.00 Healthroom
Supplies

Item

Target Minimum Release
Amount (USD)
Start Price (USD)

Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.68 Line 68 Digital Blood Pressure Monitor with One Button Operation, Large Adult Size Cuff, Fits Arm Circumference of 113/4" to 173/4"

Category Name	475.00 Healthroom Supplies	
Item		Revision
Target Minimum Release		
Amount (USD)		
Start Price (USD)		

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.69 Line 69 Thermometer, Welch Allyn Suretemp Plus 690

Category Name	475.00 Healthroom Supplies	
Item		Revision
Target Minimum Release		
Amount (USD)		
Start Price (USD)		

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.70 Line 70 Thermometer Probe Covers for Welch Allyn Suretemp Plus 690, 1000/cs.

Category Name	475.00 Healthroom Supplies	
Item		Revision
Target Minimum Release		
Amount (USD)		
Start Price (USD)		

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.71 Line 71 Thermometer, non-contact, FR880

Category Name	475.00 Healthroom	
	Supplies	
Item		Revision
Target Minimum Release		
Amount (USD)		
Start Price (USD)		

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

3.2.72 Line 72 Bandages, Adhesive, Assorted

Category Name **475.00 Healthroom Supplies**

Item Revision

Target Minimum Release Amount (USD) Start Price (USD)

Price Breaks

You may propose price breaks in the space provided or on a separate sheet of paper. The break quantity is noncumulative.

Location	Quantity	Pricing Basis (Circle One Value)	Respons e Value	Start Date	End Date

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. <u>Trade Discounts</u> 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

(301) 279-3115

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 Procurement Unit promptly before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the team leader of the Procurement Unit. The team leader of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the team leader of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

GENERAL CONDITIONS AND SPECIFICATIONS

G&I Intent

(General Use)

The specifications contained herein are intended to cover the furnishing and delivery of Health Room Supplies as described. Deliveries are to be made to various Montgomery County Public Schools (MCPS) and/or offices located within Montgomery County, Maryland.

Delivery

Delivery shall be required within 30 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.

Montgomery County Public Schools (MCPS) Materials Management, Supply and Property Management Warehouse, North Stonestreet Avenue, Rockville, Maryland 20850.

Deliveries to MCPS Supply and Property Management shall occur by appointment between the business hours of 7:30 a.m. and 2:00 p.m., Monday through Friday, excluding school holidays. All deliveries are by appointment only. Contact the MCPS Warehouse at 301-279-3346, to schedule appointments. All appointments shall be scheduled at least twenty-four hours in advance, but may be made further in advance to assure appointment availability. MCPS reserves the right to reject deliveries made without an appointment. Deliveries must be accompanied with a shipping/packing list, which refers to a MCPS purchase order. Deliveries without a shipping/packing list may be refused by MCPS. Deliveries that are refused will be reshipped at the vendor's expense.

This bid provides for stocking the MCPS Supply Warehouse which supplies over 208 schools and approximately 30 offices. MCPS Supply Warehouse ships products with unit of issue/measure that may differ from your supplier's standard package. Any deviation must be approved by MCPS in writing at least three (3) days in advance of scheduled delivery. The products on this bid must be priced and invoiced by the MCPS unit of issue/measure listed in the item specification.

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(s) submitting the most favorable unit prices with consideration being given to quality of service, acceptable merchandise, previous performance, and with regard to the bidder(s) 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 an initial two year(s) 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, one-year additional term(s). 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(s) 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 Tina Marie Booth, buyer, 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. If the request for a price increase is approved, a contract amendment will be issued.

Brand Names

Reference to brand names and code or model numbers in the line item 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.

Interpretation

The items 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.

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 Article XXIV 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.

Warrantv

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

The item quantities specified herein reflect a variable of plus or minus 20% of the totals indicated. It is not the intention to purchase entire quantities shown at one time. Individual purchase orders will be issued to the successful bidder(s) as needs arise during the contract term.

The number of units shown on this bid may vary as needs arise during the contract term and as budget limitations permit. MCPS shall not be obligated to purchase any specific quantity. Partial quantities may be shown on each purchase order. The usual quantity per order is one fourth of the total quantity stated.

G&I Ordering

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

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:

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 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 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 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.

GIF Electronic Picture File

Upon award, it is requested that suppliers upload an electronic image to the item when submitting your bid.

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.