

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Invitation For Bid # 9435.3/LB  
Indoor Air Quality Equipment and Supplies**

**GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to cover the furnishing and delivery of Indoor Air Quality Equipment and Supplies to various Montgomery County Public Schools (MCPS), Division of Maintenance depots located throughout Montgomery County, Maryland. As required.

**B. Delivery**

Delivery will be required five (5) days or less 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. Purchase orders covering partial quantities shall be released as needs arise. It is not the intent to purchase entire quantities at one time. **If the successful vendor cannot provide the items(s) within the time required, MCPS reserves the right to purchase in the open market. The vendor must be a stocking vendor.**

**C. Awards**

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. Awards may be made to one successful bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

**D. Contract Term**

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**E. Provision For Price Adjustment**

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime prior to award. Recommendations for awards, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of the Department of Materials Management 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. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. **Any orders received prior to a request for a price increase shall be honored at the original contract price.**

**F. Deviations**

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

**G. Quotations**

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products, which do not meet specifications in every respect from being offered as a separate item for consideration. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages that 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 item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

**H. 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. MCPS shall not be obligated to purchase any specific quantity.

**I. Samples**

Samples may be required subsequent to the bid opening. Samples must be received within three business days of notification. Notification will be made in writing or by telephone. Samples shall be separate from the bid response and shall be forwarded to the MCPS, Procurement Unit, to the attention of Laly Bowers, CPPB, Buyer II, 45 West Gude Dr. Room 3100, Rockville, MD 20850. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Samples shall be of sufficient quantity to allow thorough testing of the product and shall be packaged in the same manner as they will be packaged during the contract term. Each individual sample submitted shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions to Bidders).

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

**J. Warranty**

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

**K. Ordering**

Orders shall be placed by telephone, fax, online, and/or in person 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.

The method of ordering shall be through a Blanket Purchase Agreement (BPA) or through the use of a purchasing card. MCPS encourage the use of the purchasing card as the preferred payment method for purchases below an established dollar value.

**L. Emergency Purchases**

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

**M. Hazardous and Toxic Substances and Material Safety Data Sheets**

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

Data sheets for each product are to be submitted to the Procurement Unit indicating bid and item number(s) Failure to identify those items requiring Material Data Sheets, as required by law, rest solely with the bidder.

**N. Invoicing**

All invoices shall be submitted in duplicate and must be included with each delivery. The invoice shall contain the applicable purchase order/release number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** The Division of Maintenance staff will then forward the invoice to the Division of Comptroller for payment processing. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments. Payment inquiries of pending invoices after award and/or to obtain more information on ACH requirements email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

**O. Customer References**

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers other than MCPS for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____			
Email _____			
2. _____			
Email _____			
3. _____			
Email _____			

**P. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder (s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

**Q. Qualification of Bidders**

Bidders are required to furnish satisfactory evidence that they are authorized dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding and, in both cases, they must maintain a regularly established place of business. An authorized representative of MCPS may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

**R. Submission of Bids**

1. Bid Documents

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 by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

2. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact Laly Bowers in the Procurement Unit at 301-279-3555, 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.

**S. eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

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

**T. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

**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 § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the

contractor uses to perform the work required by the contract.

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

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and

Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense and shall be completed prior to performing any work.

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.

#### **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. Proprietary and Confidential Information**

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

**W. Award Criteria**

1. Conformance to specifications
2. Price
3. Ability to perform
4. Past performance
5. Stocking Vendor

**X. Inquiries**

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly A. Bowers, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement>.