



Office of Procurement  
9221 Corporate Boulevard  
Rockville, MD 20850

REQUEST FOR BID (RFB) NO.: E421-002

**ATHLETIC SUPPLIES AND TEAM UNIFORMS**

All bid responses MUST BE RECEIVED electronically, by 3:00 PM Eastern Standard Time (EST) on **February 10, 2021**.

Prices must remain firm for 120 Days after bid opening date, but prior to contract award.

**Proposal Bond Requirements:** NONE

**Performance, Labor and  
Material Bond requirements:** NONE

**Pre-Bid Conference:** NONE

**Minority vendors are encouraged to respond to this bid solicitation.**

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/proposal will be accepted after the date and time stated above.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', with a long horizontal line extending to the right.

**Patrick Johnson, MBA**  
Director of Procurement

**NOTE: Prospective Bidders who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Bid to provide Montgomery College with Athletic Supplies and Team Uniforms, in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC”. Respondents to the RFB will be referred to as “Bidder”. The Bidder to whom the contract is awarded will be referred to as the “Contractor”.

**1.2 Electronic Bid Submission Due Date and Time**

The following electronic bid submission requirements supersede the delivery of bids and bid signature requirements language in Attachment E: General Conditions and Instructions.

Bid responses shall be submitted electronically, to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), in a single PDF file attachment, **by 3:00 p.m. Eastern Standard Time, on February 10, 2021**. The subject line of the email must include “Bid Response to RFB No.: E421-002 Athletic Supplies and Team Uniforms”. Any bids received at the above email address after submittal deadline, will be automatically rejected. Bids sent to email address other than the above specified will NOT be accepted.

In addition to the electronic bid proposal submission, one original hardcopy of the completed bid response must be mailed/delivered to the address below and identified as such. Please mark the name of the Bidder, Bid number, title, closing date and time outside of bid package. Hard copy bid response must be received by the College, within ten (10) business days of above-referenced electronic submittal deadline date.

**Montgomery College**  
**Central Receiving Office**  
**Attn: Office of Procurement**  
**7602 Standish Place**  
**Derwood, Maryland 20855**

The College Central Receiving Office is currently operating from 10:00 a.m. to 2:00 p.m., Monday through Friday, except for College holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

Proposals shall be certified, signed, and dated by a bona-fide agent of the Bidder, and include minority classification, if applicable. Failure to include all required submittals may render the bid responsive. The College will reject any offer without an authorized signature.

To be considered, all bid responses must be submitted in the manner set forth in this RFB. All bids received shall become the property of the College. In submitting a response to this RFB, a Bidder shall be deemed to have agreed to all terms and conditions. In the event that the College is closed on the bid opening date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

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**1.3 Contact Information**

Request for clarifications related to this solicitation shall be directed to Victoria Lees, Purchasing Agent via e-mail to [victoria.lees@montgomerycollege.edu](mailto:victoria.lees@montgomerycollege.edu) no later than **5:00 p.m., on February 2, 2021**. No questions will be accepted after this date. All relevant questions received by the noted deadline may be answered by issuance of an addendum. The Bidder may not initiate contact with any other College representative about this bid.

**1.4 Addenda**

The College will issue an addendum or addenda, if necessary. Email notification regarding addenda posted at the College Procurement website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure) will be sent to all perspective Bidders who are known by the College to have received a complete set of solicitation documents by downloading the RFB from the College's Procurement website and who have provided an accurate current e-mail address.

Only answers provided via an addendum issued by the Procurement Office will be binding. It is Bidder's sole responsibility to check the College Procurement website for all posted addenda before submitting a bid. Acknowledgement of the receipt of all addenda must accompany the Bidder's proposal, and all addenda shall become part of the RFB documents. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

**1.5 Bid Opening**

A virtual bid opening will be conducted at **3:30 p.m. on February 10, 2021**, via Zoom video conferencing. Bidding firms are encouraged, but not required to attend bid opening. A copy of the bid tabulation will be posted on the College Procurement website after the bid opening.

See Zoom meeting call-in details below.

Topic: RFB E421-002

Time: Feb 10, 2021 03:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/95371560360?pwd=Sk1EQWpzT21XSHgva1hicm15Tzc0UT09>

Meeting ID: 953 7156 0360

Passcode: 348104

One tap mobile

+13017158592, 95371560360#, \*348104# US (Washington D.C)

+13126266799, 95371560360#, \*348104# US (Chicago)

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**1.6 General Conditions and Instructions**

Bidders shall also refer to, understand, and agree to Attachment E, General Conditions and Instructions, of this bid. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFB.

**1.7 Required Bid Submittal List**

- Price Proposal (Section 3)
- References (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Contractor Information Form (Attachment C)
- Written certification/proof of Bidder's Nike or Under Armour Dealer/Distributor status
- Proposed Bidder's Local Representative name and contact information
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Mid-Atlantic Purchasing Team Rider (Attachment F; Optional)

**1.8 Failure to Submit**

Failure to provide any of the items noted in Section 1.7 may deem a bid response non-responsive.

**1.9 Submitted Pricing**

Montgomery College is interested in the most favorable percentage discounts from Nike and Under Armour's current published retail price list for the furnishing and delivery of athletic supplies and uniforms. Optional incentive and rebate if provided will also be considered for award.

Percentage discount, incentive and rebate must be submitted on the Price Proposal Form in Section 3. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

**1.10 References**

Bidders must submit **three (3) references** from current or former customers that have purchased similar services **in the past three (3) years**. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, mailing address, e-mail address, and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the products and services mandated in this solicitation. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Bidder's services. If such contact cannot be established with any individual reference after three attempts, the Bidder must provide an additional reference to replace the nonresponsive one.

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**1.11 Bid Evaluation**

Bids submitted in response to this solicitation will be evaluated as follows:

1.11.1 Bidder is **responsible** – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

1.11.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.

1.11.1.2 Bidder is financially stable.

1.11.2 Bidder is **responsive** – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

1.11.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.

1.11.2.2 Bidder has provided all documentation and samples requested in the Scope of work/Specifications.

1.11.2.3 Complete the Price Proposal page.

**1.12 Bid Rejection**

The College reserves the right to reject any or all offers received as a result of this bid. Offers may be rejected for any of the following reasons if Bidder fails to:

1.12.1 Meet the mandatory specifications and requirements.

1.12.2 Respond in a timely fashion to a request for additional information, data, etc.

1.12.3 Supply appropriate and favorable client references.

1.12.4 Sign the bid.

1.12.5 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.12.6 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

**1.13 Subcontractors**

The College seeks bid proposals from interested Bidders to perform all requested services and will enter into an agreement only with the selected Bidder(s). **No portion of the work shall be subcontractor/s without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Contractor desires to subcontract part of the services specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

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**1.14 Contract Award**

Award recommendation will be made up to two (2) most responsible and responsive Bidders that offer the highest percentage discounts from Nike or Under Armour current published retail price list, and any additional rebate and incentive if provided. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College. The award is subject to approval by the College Board of Trustees, in accordance with the College Procurement Policy and Procedures.

**1.15 Contract Documents**

The Request for Bid in its entirety, the Bidder's bid response, and the College's purchase order (and change orders if applicable), will form the contract. Bidder's requiring their signed contract or terms and conditions separate and apart from the aforementioned must submit such a contract, terms, and conditions with the bid submission. Bidder's contract, terms and conditions will be examined and evaluated along with the bid response. The College reserves the right to reject the Bidder's contract form and terms and conditions.

**1.16 Contract Deadlines and Failure to Deliver**

The Contractor is contractually obligated to meet all agreed-upon deadlines. If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

**1.17 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. All invoices must include the name and address of the Contractor, taxpayer identification number, College purchase order number, facility location, description of the products and/or services, unit price, quantity and the total amount. All true and correct invoices must be mailed to Montgomery College, Accounts Payable, 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

Price billed shall not include Federal excise or state sales taxes. Exemption certificate will be furnished upon request. **All inquiries concerning payment status shall be made to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).**

**1.18 Estimated Contract Quantities**

The College's estimated supply/service requirements should not be construed as a guarantee of the actual volume to be purchased.

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**1.19 Changes to the Contract**

The College retains the unilateral right to make any alterations, deviations, additions, or omissions from the aforesaid Request for Bid, which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void this Agreement. Any alterations, deviations, additions or omissions shall be processed as change orders and shall be prepared in accordance with the procedure set forth for issuing change orders in the Request for Bid. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work or provides additional products for the project. The Contractor may not accept purchase orders/requests for services or products that are not covered in this contract or make changes to the Scope of Work/Specifications unless a price for those services or products have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

**1.20 Disputes**

Any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the President of the College or his designee. Pending the final decision of the dispute, the Contractor shall proceed diligently with the Agreement performance. Nothing hereunder shall be interpreted to preclude the parties from seeking after completion of the Agreement any and all remedies provided by law.

**1.21 Term of Contract**

The initial term of contract will be for **one (1) year**, starting from May 1, 2021 to April 30, 2022. At the sole discretion of the College, the contract may be renewed for up to **four (4) additional one-year extensions**, in compliance with the contract and with the same terms and conditions of the original contract, and as long as the Contractor performance is satisfactory, services are needed, and funds are available for this purpose. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

**1.22 Contract Price Adjustment**

Contract prices shall remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to all successive contract renewal periods, should the College elect to exercise them. Any approved increase will take effect at the start of the contract renewal term. Contract price adjustment requests, along with supporting documents, must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area, as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

The College reserves the right for price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations of awards, however, shall be made based on the original bid submission. Subsequent to award, successful bidders must notify the Purchasing Agent of any announced manufacturer's price reductions and give immediate benefit to the College in a proportionate amount.



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**1.23 Insurance Requirements**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within seven (7) days of notice of award.

The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

**Workers compensation Insurance** covering the Contractor’s employees as required by Maryland State law with the following minimum limits:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**Commercial General Liability Insurance**, excluding automobiles Owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage:  
\$300,000 combined single limit of bodily injury and property damage  
-Contractual Liability – Premises and Operations  
-Independent Contractors

**Comprehensive Automobile Liability** - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follow:

Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property Damage:	\$300,000 each occurrence

**Additional Insured** - Montgomery College shall be named as an additional Insured on all liability policies.

These coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60)-calendar days’ notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

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**1.24 Certificate of Insurance**

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. E421-002**. If multi-year contract, current certificates must be provided to the College within seven (7) prior to start of each contract renewal start date. If contractor's insurance certificate expiration/renewal date does not align with contract term expiration, insurance certificate shall be provided at time of renewal.

**1.25 Termination of Insurance**

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

**1.26 Contract Assignment**

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

**1.27 Bidder's Proprietary and Confidential Information**

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Bidder must clearly identify each part of the bid that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary".

Bidder agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the Maryland Public Information Act. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Bidder may still require public disclosure.

**1.28 Tobacco and E-Cigarette Policy**

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/SCOPE OF WORK**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College serves roughly 50,000 students each year, through credit and noncredit programs, at campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

Montgomery College is a NJCAA Division XX, Region 20 member and competes in the MDJUCO Athletic Conference. The College offers nine intercollegiate sports – four for men (baseball, basketball, soccer, and track and field) and five for women (basketball, soccer, softball, track and field and volleyball), as well as cheerleading and co-recreational sports. More than 150 student-athletes participate. The Raptor is the College mascot.

The College is seeking up to two (2) qualified Contractors with the most favorable percentage discounts from manufacturer's current published retail price list and additional incentive and rebate for the furnishing and delivery of athletic supplies and team uniforms, on an as-needed basis. Although no minimum annual purchase volume is guaranteed, in the past five (5) years the College purchased a total amount of \$350,000 in supplies and uniforms.

**2.2 Scope of Work**

Successful Bidder(s) must be able to supply and deliver the following Nike or Under Armour brand athletic supplies and uniforms for the College sports teams, facilities athletic coordinator, athletic trainer and athletic staff.

- 2.2.1 Clothing for all sports: Uniforms for all sports (official game and practice uniforms), sweat suits, sweat shirts, and t-shirts for all sports; collared shirts, coats, jackets, practice shorts, coaching shirts, coaching shorts, practice t-shirts, and warm-up suits
- 2.2.2 Shoes: Basketball, cheerleading, volleyball shoes; soccer and track spikes; running shoes.
- 2.2.3 Supplies: include but are not limited to:
  - Softballs, baseballs, soccer balls, volleyballs
  - Baseball and softball helmets and cleats
  - Soccer shin guards and goals
  - Hats, caps, gloves, batting gloves, headbands, wristbands, socks.
  - Water coolers, athletic bags and back packs

The College Mascot and athletic numbers are required to be embroidered or silk screen/printed on the Uniforms (official game clothing) and practice uniforms. The size and colors are determined depending on the sport and the items. Most likely, they are the college colors of purple, black, white and silver. The Contractor must use the College style guide developed by College Creative Services for the fonts and logos.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/SCOPE OF WORK**

**2.3 Bidder Qualifications Requirements**

Bidders shall meet the following minimum qualifications to be considered for award.

2.3.1 Bidder must be a current authorized Nike and/or Under Armour distributor /dealer in good standing, and be able to supply Nike or Under Armour brand uniforms and related gear for all College sports as specified in Section 2.2. Any apparel company that cannot supply uniforms and related gear for all sports will not be considered. Should the successful Bidder(s) lose dealer status at any time during the contract period for any contracted manufacturer, that portion of the contract may be cancelled.

2.3.2 Customer Service Requirements

Bidder must have a local representative in the Washington/Baltimore Metropolitan area, to coordinate ordering and delivery to Montgomery College. A local representative is defined as one who has residence within 150 miles or, notwithstanding a pandemic, shall physically engage in representative work more than 60% of her/his time within the Metropolitan Washington area. A local representative is expected to work closely with the College's Athletic Director and is required to a minimum of three meetings per year (virtually if necessary).

**2.4 Contract Pricing**

Contract pricing is Prepaid FOB Destination. Pricing must include all charges, costs, and fees incurred in the delivery of this procurement. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

**2.5 Catalogs**

Within seven (7) days after the contract award and after request from the College, Contractor must provide complete price lists and catalogs of their product line both in hard copy and in electronic version at no cost to the College. In addition, contractor shall provide updated catalogs and price list to College no later than seven (7) days at the beginning of each contract renewal period.

**2.6 Method of Ordering**

Purchase orders will be issued by the Office of Procurement to the Contractor to order items covered under the contract. An issued PO will become part of the Contract. Procurement Cards may also be used for the purchase and payments of the orders.

**2.7 Delivery Requirements**

Delivery will be made to Montgomery College Central Receiving, 7602 Standish Place, Derwood, Maryland 20855, unless otherwise instructed by the College.

Contractor(s) is required to deliver the athletic supplies and uniforms with 45 days after receipt of a purchase order issued and signed by the College Office of Procurement. Delivery of orders to the College must be complete. The College will not accept partial shipment of athletic uniforms orders unless authorized by the Athletic Director.

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If the Contractor is unable to supply and deliver requested orders within the designated time due to factory delay, strike or any unforeseen circumstances, the Contractor must notify the College in writing of the delay and anticipated delivery date. As time is of the essence, failure to comply with this requirement may lead to contract default and a poor performance rating, which is considered in subsequent awards.

**2.8 Discontinued Products.**

If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**2.7 New Products/Services**

New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract.

**2.8 Warranty**

The successful Bidder shall warrant any goods furnished shall be of the highest quality, and shall comply with the Specifications, and shall be free from all defects in design, materials, and workmanship. The Contract shall be covered by the industry standard or better warranty. All products shall carry a minimum industry standard manufacturer's warranty that includes materials and labor if applicable. Any defective goods shall be immediately replaced free of cost to the College. In addition, successful Bidder warrants the products and supplies are suitable for and will perform in accordance with the ordinary use for which they are intended.

**2.9 Defective Product**

All substandard/defective products, such as stains, blemishes, tears, faded color and/or logos on finished product must be replaced and corrected at Contractor's expense within five (5) business days from the receipt of initial notification.

**2.10 Return Goods Policy**

The College will apply the following return goods throughout the contract term. By submitting its bid, the Bidder acknowledges he/she has read, understood, and agreed with the following policy.

2.10.1 Returns generated by the successful Bidder's error, over shipment, defective or damaged merchandise, unacceptable situation, other otherwise through no default of the College shall be picked up and return to the successful Bidder with no restocking fee or service charges to the College.

At the option of the College, replacement merchandise for shortages and wrong merchandise shall be made within forty-eight (48) hours of receipt. Defective or damaged merchandise shall be exchanged within five (5) working days following notification.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/SCOPE OF WORK**

- 2.10.2 Returns of non-custom-made catalog stock merchandise generated by ordering error, over purchase, discontinued use, or other default of the College shall be accepted by the Contractor at no cost to the College. The College will bear the freight cost of returned goods.

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**SECTION 3 – PRICE PROPOSAL**

Recommendation of award will be made in the best interest of the College, to up to two (2) most responsible, responsive Bidders with the highest percentage discounts from Nike or Under Armour’s current published retail price list for the furnishing and delivery of athletic uniforms. Additional incentive or rebate provided by the Bidder will also be considered for award.

**3.1 Percentage discount from manufacturer current published retail list price list.**

Line item	Manufacturer	Percentage Discount from List price
3.1.1	Nike	%
3.1.2	Under Armour	%

Indicate number of business days for delivery as per all requirements after receipt of purchase order: \_\_\_\_\_ days.

**3.2 Additional Incentive/Rebate**

Provide in detail any additional incentive or rebate that will become available to Montgomery College if certain spending level is met.


**Note:** The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Bidder’s omission. An aggregate award will be made in the best interest of the College to the lowest priced responsive and responsible Bidder that can meet or exceed the terms, conditions, and specifications of this solicitation.

**Montgomery College is sales tax exempt, certification is available at the Procurement Office website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure).**

By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

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**SECTION 3 – PRICE PROPOSAL -CONTINUED**

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Company Name

Name

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Title

Authorized Signature and Date



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**ATTACHMENT A: REFERENCES**

**REFERENCE 1**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

**REFERENCE 2**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

**REFERENCE 3**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

Please note: References listed must be able to confirm the bidder's ability to provide the services requested in this bid document.

References submitted by:

\_\_\_\_\_ Company Name

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**ATTACHMENT B – CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee, or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

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**ATTACHMENT C: CONTRACT INFORMATION FORM**

C.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

C.2 Minority Contractor: Yes  No

If yes, please specify minority classification

C.3 Price adjustment (is  is not ) necessary for other public agencies as listed.

C.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

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C.5 Please provide the following information

Company Name		Years in Business	
Federal Tax Number:		Dun & Bradstreet Number	
Street Address:		City, State, Zip Code	
Telephone Number		Fax Number:	
Contact Person:		Title:	
Cell Number:		E-Mail Address:	

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Company Name Name

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Title Authorized Signature and Date

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**ATTACHMENT D: NO BID RESPONSE FORM**

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

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Company Name

Name

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Street Address

Authorized Signature and Date

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City, State, Zip

Title

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**ATTACHMENT E: GENERAL CONDITIONS AND INSTRUCTIONS**

**ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sexual orientation, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

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**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

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**ATTACHMENT E: GENERAL CONDITIONS AND INSTRUCTIONS**

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

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**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sexual orientation, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or a referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sexual orientation, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.



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**NON-VISUAL ACCESS** The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder's place of business prior to award of contract to determine Bidder responsibility.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. \_\_\_\_" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** 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 such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFB NO.: E421-002**  
**ATHLETIC SUPPLIES AND TEAM UNIFORMS**  
**BID OPENING DATE AND TIME: FEBRUARY 10, 2021 AT 3:00 PM**

**ATTACHMENT E: GENERAL CONDITIONS AND INSTRUCTIONS**

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to Contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**ATTACHMENT F: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**



**MAPT Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“Region”).

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement (“Participating Agency”), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and “construed” in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

## II. Participating Members

### COG MEMBER GOVERNMENTS

#### District of Columbia

#### Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

#### Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

#### Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

#### Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

#### School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

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### BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

MWCOG Rider Clause  
Approval Form  
Sample

This form must be executed for any Participating Agency, both within and outside of the Mid-Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

*NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.*

-----  
Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

-----  
Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_

Lead Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

-----  
Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

See questions on next page.



<u>Questions -</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Please return to [purchasing@mwkog.org](mailto:purchasing@mwkog.org)