

OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: PERSONAL PROTECTIVE EQUIPMENT
RFB NUMBER: E521-006
RFB OPENING DATE: SEPTEMBER 25, 2020 @ 3:00 PM



ADDENDUM #1
Issued: September 18, 2020

ADDENDUM FOR THE PURPOSE OF:

- To provide the attached questions & answers.
- To change Section 2.4 (Lead Time Requirements),

From: 6 to 16 weeks

To: 6 to 20 weeks or sooner, if applicable.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **September 25, 2020.**

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

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Vendor Questions	MC Response
1. Will the entirety of the bid be awarded to one vendor or will multiple vendors be awarded for specific line items?	The Bidder must bid on all line items listed on the price proposal in order to be considered for award. The goal is to source and consolidate all items to one vendor at this time.
2. Are we allowed to bid out multiple options for a line item if multiple options are available?	Yes. As long as the items meet the specifications and requirements as outlined on the price proposal. Additional product information and pricing can be submitted on a separate sheet.
3. Would chloroprene exam and surgical gloves be acceptable alternatives to nitrile if applicable? Chloroprene is completely latex free.	Yes. Alternate and/or equivalent product are allowable. As long as they meet specifications & requirements as outlined. Be sure to include product information/specs when bidder alternate and/or equivalent items.
4. Are the 32oz spray bottles supposed to be empty or should they contain something?	Yes they are to be empty. They are to be filled with disinfectant for surface cleaning.
5. For the 1 gallon sanitizer pump bottles, would half-gallon pump bottles be acceptable provided the quantity was doubled so the total volume remains the same?	No. The desire is to have 1 gallon size bottle w/pump that is already filled with Hand Sanitizer Gel that is at least 70% Alcohol Base.
6. Some items in the price proposal have varying UOMs (5, 6, 7, 16, 17, 18, and 19). How should we state what exact UOM we are bidding out?	The UOM provide on the price proposal is to be used as a guideline. Knowing that manufactures box and case quantities vary in UOM. It is to be used as a baseline for expected quantities for the expected unit of purchase. * Include UOM for items on your proposal submission.
7. Is the quantity per school in Section 2.6, Estimated Contract Quantities and the overall total quantities for the bid in Section 4, Price Proposal?	Yes.
8. Will there be a on-time shipment of the items to each school or will there be multiple shipments? If it is multiple shipments will the school be sending in orders?	a. The bid is a one-time shipment and/or multiple until the order is complete. b. The schools will not be placing orders. This is a one-time grant for PPE for each school as indicated.
9. Surgical Gloves 6.0 – 9.0; what are 6.0 through 9.5 are these glove sizes or thickness? Our brand of surgical gloves come in boxes of 100 per box. Would that change the number of boxes you are requiring? Purell Foaming Hand Sanitizer 15oz w/ Dispenser; can it be substituted with an equivalent brand other than Purell?	a. They are glove sizes. b. No, it will not change the quantity. Knowing that manufactures box and case quantities vary in UOM. It is to be used as a baseline for expected quantities for the expected unit of purchase. * Include UOM for items on your proposal submission. c. Yes. Alternate and/or equivalent product are allowable as long as they meet specifications & requirements as outlined. Be sure to include product information/specs when bidder alternate and/or equivalent items.
10. Do we need to be able to supply every item listed on the bid or can we submit a bid for only some of the items?	The Bidder must bid on all line items listed on the price proposal in order to be considered for award. The goal is to source and consolidate all items to one vendor at this time.
11. We are registered as a vendor in the state of Maryland (eMMA website), but we are not registered with the State Department of Assessments and Taxation. Is it still possible to receive awards for this bid without being registered with the SDAT?	Companies must be registered in the State of Maryland in order to do business with Montgomery College. If the company starts the registration process now, it could be completed by the bid closing date.

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12. My company is a C-corporation and is registered in the state of Delaware. Do you have any suggestions for what I should do so I can submit the bid?	See answer to question 11.
13. What is the quantity supply you're looking for (Number of glove pairs)? Do you require the gloves to be American made or is buying them from an American company sufficient?	a. We are looking to purchase surgical gloves by the box. Knowing that manufactures box and case quantities vary in UOM. It is to be used as a baseline for expected quantities for the expected unit of purchase. b. We have no preference.
14. Does a vendor have to submit a bid for all items listed or can a bid be submitted for items a vendor provides through their manufacturing partners?	The Bidder must bid on all line items listed on the price proposal in order to be considered for award.
15. The nitrile gloves are in very short supply or hard to get at this time. Do you want us to give you a price to a product that might not be available for a while? With shortages or allocations it could be the same for N95 mask.	It is expected that due to the high demand of PPE related to the current public health crisis lead times may vary. The lead time requirement has been extended up to 20 weeks.
16. If a company produces an equivalent or better version of the brand being listed, but it comes in a different size, would it still be acceptable (example 10oz versus 15oz)? We would provide the same volume of hand sanitizer and just send ore bottles, or we can provide the same number of bottles. Does a bidder have to submit price for all items or can we submit for just the hand sanitizer?	a. Knowing that manufactures box and case quantities vary in UOM. Yes. Alternate and/or equivalent product are allowable. As long as they meet specifications & requirements as outlined. Be sure to include product information/specs when bidder alternate and/or equivalent items. b. The Bidder must bid on all line items listed on the price proposal in order to be considered for award. The goal is to source and consolidate all items to one vendor at this time.
17. Item #3 can the mask with ties be substituted with a mask with loops? Item #6, does it have AAMI level listed in your bid request? Can you please clarify which level you will accept in the bid?	a. Yes. b. AAMI Level 1 or 2, FDA registered, CE Approved PP disposable isolation gowns. Manufactured to EEA standards, and are used by hospitals, medical facilities and health professionals.
18. Checking to make sure how many PPE is needed for category #2, #3, #5, #6, & #10? Can sanitizer be lower or higher concentration of alcohol?	a. Knowing that manufactures box and case quantities vary in UOM. Our purchase will be by the unit specified. It is to be used as a baseline for expected quantities for the expected unit of purchase. b. Yes it can be higher, but no lower than specified.
19. Will there be a single PO issued or 29 individual POs for each school? If a separate PO is being issued by each school, will they be issued at the same time with the same expectations regarding the delivery date?	a. A separate purchase order will be issued for each school. b. Yes the purchase orders will be issued at the same time and have the same required lead times.
20. Line items 5, 6,7,16,17,18,19 offer a range required per box. For example, Line item #6, isolation gowns, says 50-100 per case with 290 cases required. This is a range of 14,500 to 29,000 gowns. Can you be more specific in the required total numbers for these line items? Line item # 3 on the list is for Level 1 or 2 surgical face masks "w/ties". Must these masks attach to the face with ties that go around the back of the head or are ear loops acceptable?	a. The UOM provide on the price proposal is to be used as a guideline. Knowing that manufactures box and case quantities vary in UOM. It is to be used as a baseline for expected quantities for the expected unit of purchase. * Include UOM for items on your proposal submission. b. Either option is allowable as long as it meets the specifications and requirements as outlined.
21. The product list requests several different sizes of both exam and surgical gloves. Is there a particular thickness in millimeters that these gloves must be?	Exam-grade disposables gloves generally range from 4-6 mils thick and are 9½ inches in length. Surgical gloves are generally 4-8 mils thick.

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<p>22. Is there a process for proving minority ownership status? Also, is veteran ownership considered along with minority status? Does the original hard copy of the proposal need to be submitted to your office by the September 25th 3:00 PM deadline or can it be submitted later? Can we provide more than 3 references?</p>	<p>a. Attachment C, Contractors Information form is where you can enter your minority/veteran status. b. A vendors proposal will not be rejected, if the hardcopy is not received by the proposal submittal deadline; however, it must be received prior to contract award or sooner. c. Only 3 references are required.</p>
<p>23. With the given supply and manufacturing chain shortages for PPE, it has been nearly impossible for large distributors to offer every item today and still meet the expected delivery dates of 6-16 weeks. Over the past 90 days, we have reviewed many different bid opportunities, each opportunity, such as the most recent solicitation from the State of Maryland, has allowed companies to bid on select line items that they could guarantee. Would Montgomery College please consider removing the requirement that the bidder must bid on all items?</p>	<p>Not at this time. The goal is to source and consolidate all items to one vendor if possible.</p>

***** End of Questions & Answers *****



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR BID

RFB NO. E521-006

RFB TITLE: PERSONAL PROTECTIVE EQUIPMENT (PPE)

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **September 25, 2020**

Prices must remain firm for: **120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD**

Bid 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', written over a horizontal line.

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 personal protective equipment to 29 community colleges and universities through-out Maryland in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Electronic Bid Submittal Due Date

All responses to this Request for Bid must be submitted **electronically**, in two separate attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See **Section 3, Bid Submission** for full detailed submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this Request for Bid are due by **3:00 p.m. on September 25, 2020** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFB opening date due to an unforeseen circumstance, the RFB will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 Online Public Bid Opening

An online bid opening will be conducted at 3:00 p.m. on **September 25, 2020** via Zoom video conferencing. Bidding firms are encouraged but not required to attend bid opening. See Zoom meeting call-in details below. **Join Zoom Meeting:**

<https://montgomerycollege.zoom.us/j/97715206925?pwd=NG91czFSaSsyNldmZGtwMFlwUXd1QT09>

Meeting ID: 977 1520 6925

Passcode: 417372

One tap mobile

+13017158592,,97715206925#,,,,,0#,,417372# US (Germantown)

+19292056099,,97715206925#,,,,,0#,,417372# US (New York)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

1.4 Inquiries

Request for information or technical questions related to this solicitation should be directed to **Cherree Adams, Purchasing Manager** via e-mail to cherree.adams@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 pm, September 17, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.5 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.

1.6 Bid Required Submittal List

- Price Proposal (Section 4)
- References (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Contractor Information Form (Attachment C)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

1.7 Failure to Submit

Failure to provide any of the items noted in Section 1.6 may deem a bid response non-responsive.

1.8 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. 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.

1.9 Pricing

Submitted pricing must include all cost (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Bidder's omission.

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

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.11 Bid Evaluation

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

1.10.1 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:

- 1.10.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
- 1.10.1.2 Bidder is financially stable.

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

- 1.10.2.1 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.
- 1.10.2.2 Bidder has provided all documentation and samples requested in the Scope of Work and Specifications.

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:

- 1.11.1 Meet the mandatory specifications and requirements.
- 1.11.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.11.3 Supply appropriate and favorable client references.
- 1.11.4 Complete the Price Proposal page.
- 1.11.5 Sign the bid.
- 1.11.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.7 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 bids from Bidders performing all requested services and will enter into an agreement only with the selected Bidder. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Bidder or Contractor desires to subcontract part of the services specified herein, the Bidder or 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.

1.14 Contract Award

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the **lowest total price** that can meet the terms, conditions, and specifications of this solicitation. 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.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.15 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, and a College purchase order form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price.

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. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.18 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.

1.19 Public Record and Proprietary Information

The information contained in Proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. **Offeror's must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

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SECTION 2 – BACKGROUND AND REQUIREMENTS

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County.

The Maryland Clinical Simulation Resource Consortium (MCSRC) is a new statewide funding initiative authorized under the sponsorships of the Nurse Support Program II (NSP II) and administered by Maryland Higher Education Commission (MHEC), hosted by Montgomery College. This program is designed to increase the quality and quantity of simulation used in nursing education. MCSRC is awarding twenty-nine (29) pre-licensure Nursing schools Personal Protective Equipment (PPE). **The equipment ordered herein will be shipped directly to each awarded School.**

2.2 Mandatory Requirement

2.2.1 Personal protective equipment (PPE) is used every day by healthcare personnel to protect themselves, patients, and others when providing care. Items listed herein will be used in a healthcare setting and must meet the **Occupational Safety and Health Administration (OSHA)** personal protective equipment (PPE) standards for healthcare workers in general infection prevention. **ALL ITEMS ARE INTENDED FOR MEDICAL USE.**

2.2.2 These purchases are being paid with governmental grant funds. Bidding companies and/or persons **must not** be currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business with Maryland Government.

2.3 Minimum Requirements

The Bidder must provide pricing including delivery for all items listed on the price proposal in order to be considered for award. All item(s) must be new and not remanufactured, and/or refurbished. Products listed herein don't necessarily have to be brand specific, equivalent and/or generic brands may be substituted where indicated on the price proposal. Equivalent and/or generic products will be considered for award as long as they meet all specifications and requirements listed herein.

- Product brochures and specifications for all items must be submitted **electronically** with the bid submission.
- Bidder must submit **electronically** with the bid submission Material Safety Data Sheets (MSDS) for any hazardous chemical related product(s).

Bidder must bid on all items listed on the price proposal to be considered for award. Failure to bid on all of the items listed on the Price Proposal, Section 4, may render the proposal non-responsive.

2.4 Lead Time

The demand for gloves, protective face masks, digital thermometers, and sanitizing products has never been higher. When bidding product(s) keep in mind the lead times. The ability to have product in stock and ready to ship is paramount. It is expected that due to the high demand of PPE related to the current public health crisis lead times may vary. Allowable lead time for delivery of product will be six (6) to sixteen (16) weeks. Lead time beyond sixteen weeks may render the proposal non-responsive.

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SECTION 2 – BACKGROUND AND REQUIREMENTS-continued

2.5 Pricing

The Price Proposal is based on a bulk quantities, however a purchase order will be issued for each school for a specific quantity. A list of each school is provided below.

2.6 Estimated Contract Quantities

If applicable, the College’s estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

Each school listed below will receive the following estimated quantities per school of PPE. Item(s) unit of measure and quantities are based on average units, box and case quantities may vary.

Item Description	UOM	Order Qty	Unit
Bouffant Cap Spunbonded 21"	100 per box	5	boxes
Shoe Covers	100 per box	2	boxes
Face Mask	50 per box	20	boxes
Face Mask N95 Particulate Respirator	20-30 per box	100	boxes
Face Shield	each	100	each
Isolation Gown	50-100 per case	10	cases
Purell Advanced Hand Sanitizer 12oz Pump	each	20	each
Purell Foaming Hand Sanitizer 15oz w/Dispenser	each	10	each
Hand Sanitizer Gel 70% Alcohol Base 1 Gallon with Pump	gallon	6	gallon
Spray Bottle w/Trigger Spray 32oz	12 per case	1	cases
Nitrile Gloves Small	50 per box	20	boxes
Nitrile Gloves Medium	50 per box	20	boxes
Nitrile Gloves Large	50 per box	20	boxes
Nitrile Gloves X-Large	50 per box	20	boxes
Surgical Gloves 6.0	25-50 pair per box	2	boxes
Surgical Gloves 7.5	25-50 pair per box	2	boxes
Surgical Gloves 8.5	25-50 pair per box	2	boxes
Surgical Gloves 9.0	25-50 pair per box	2	boxes
Alcohol Prep Pads Medium Sterile	100-200 per box	100	boxes
Infrared non-contact Digital Thermometer	each	2	each

1. Allegany College of Maryland
2. Anne Arundel Community College
3. Baltimore City Community College
4. Bowie State University
5. Carroll Community College
6. Community College of Baltimore Essex
7. Community College of Baltimore Catonsville
8. Cecil College

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SECTION 2 – BACKGROUND AND REQUIREMENTS-continued

9. Chesapeake Community College
10. College of Southern Maryland
11. Coppin State University
12. Frederick Community College
13. Frostburg State University
14. Hagerstown Community College
15. Harford Community College
16. Hood College
17. Howard Community College
18. John Hopkins University
19. Montgomery College
20. Morgan State University
21. Notre Dame of Maryland University
22. Prince George Community College
23. Salisbury University
24. Stevenson University
25. Towson University
26. University of Maryland School of Nursing – Shady Grove
27. Washington Adventist University
28. University of Maryland Baltimore
29. University System of Maryland Hagerstown – Towson University

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SECTION 3 – BID SUBMISSION INSTRUCTIONS

3.1 Electronic Bid Submission

This language supersedes existing Delivery of Bids, and Signature bid requirements language. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Bid.

All Bidder proposals must be submitted **electronically**, in two separate attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single **email** prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Bid (RFB) bid number and title.

In addition to the electronic submission, **one original hard copy proposal is also required**, and must be submitted as follows:

- **One** complete, signed original Proposal, along with any addenda acknowledgements, if applicable.
- **One** original, signed price proposal, marked as such, and submitted in a separate envelope. The hard copy proposal must be received by the College prior to contract award.
- **Product brochures and specifications for all items must be submitted electronically and included with the bid submission.**

Original hardcopy bid shall be delivered to the following address:

Montgomery College
Central Receiving Dept.
7602 Standish Place
Derwood, Maryland 20855

Note: The RFB number, title, opening date and time must be labeled on the outside of mailing package.

Bid shall be signed, and dated by a bona fide agent of the company. All envelopes must identify that the submission is a response to the RFB and must be marked with the Bidders name and address, the RFB number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

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SECTION 4 – PRICE PROPOSAL

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. **Bidder must bid on all items listed on the price proposal to be considered for award.**

Item	Item Number	Description	UM	Qty	Unit	Proposed Brand & P/N	Unit Price	Total Price	Lead Time
1	Not Brand Specific	Bouffant Cap 21-in, non-latex, Spunbond polypropylene	100/box	145	BX		\$	\$	
2	Not Brand Specific	Large-X-Large Non-Conductive Shoe Covers, Non-Skid, Disposable	100/box	58	BX		\$	\$	
3	Not Brand Specific	Face Mask, Surgical, fluid resistant, blue pleated w/ties Meets ASTM F2100-11 level 1 or 2 standard	50/box	580	BX		\$	\$	
4	Not Brand Specific	Face Shield w/Foam Strap, double-side, anti-fog PVC/PET, Meets ASTM F2100-11 level 3 standard	each	2900	EA		\$	\$	
5	Not Brand Specific N95 only-substitutes or alternates not allowed.	Face Mask, N95 Particulate Filter Respirator, NIOSH-approved (filters at least 95% of airborne particles)	20-30/box	2900	BX		\$	\$	
6	Not Brand Specific	Isolation Gown, Universal size w/Cuff, fluid resistant, disposable, latex free	50-100/case	290	CS		\$	\$	
7	Not Brand Specific	70% Isopropyl Alcohol Prep Pads, Medium, 2-Ply, Sterile	100-200/box	2900	BX		\$	\$	
8	GOJO Industries 9698-12-sanitizer 9699-12-dispenser	PURELL Foaming Hand Sanitizer Dispenser with Sanitizer 15oz, 62% alcohol Equivalent and/or generic allowed	each	290	EA		\$	\$	

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9	GOJO Industries 3659-12	PURELL Advanced Hand Sanitizer Gel 12oz Pump Bottle Equivalent and/or generic allowed	each	580	EA		\$	\$		
10	Not Brand Specific	Hand Sanitizer Gel 70% Alcohol Base, Gallon w/pump	gallon	174	GAL		\$	\$		
11	Not Brand Specific	Spray Bottle w/Trigger Spray, Plastic, 32 oz.	12/case	29	CS		\$	\$		
12	Not Brand Specific	Glove, Exam Nitrile, Powder- Free, Non-Sterile, Small	100/box	580	BX		\$	\$		
13	Not Brand Specific	Glove, Exam Nitrile, Powder- Free, Non-Sterile, Medium	100/box	580	BX		\$	\$		
14	Not Brand Specific	Glove, Exam Nitrile, Powder- Free, Non-Sterile, Large	100/box	580	BX		\$	\$		
15	Not Brand Specific	Glove, Exam Nitrile, Powder- Free, Non-Sterile, X-Large	100/box	580	BX		\$	\$		
16	Not Brand Specific	Glove Surgical, Sterile, Nitrile, Powder-Free, Size 6.0	25-50 pair/box	58	BX		\$	\$		
17	Not Brand Specific	Glove Surgical, Sterile, Nitrile, Powder-Free, Size 7.5	25-50 pair/box	58	BX		\$	\$		
18	Not Brand Specific	Glove Surgical, Sterile, Nitrile, Powder-Free, Size 8.5	25-50 pair/box	58	BX		\$	\$		
19	Not Brand Specific	Glove Surgical, Sterile, Nitrile, Powder-Free, Size 9.0	25-50 pair/box	58	BX		\$	\$		
20	Not Brand Specific	Thermometer, Back-lit LCD Infrared, Non-touch Forehead	each	58	EA		\$	\$		
		Total Shipping Charge						\$		
							GRAND TOTAL	\$		

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SECTION 4 – PRICE PROPOSAL-continued

Earliest Delivery Date After Receipt of Order (ARO): If applicable, the stated delivery date may be considered in evaluation of the award. Indicate number of business days for delivery ARO: _____. Bidders must submit prices and all additional information requested for all line items, including delivery, to be considered for award: failure to do so will deem an offer non-responsive.

Note to Bidder: Submitted price must be inclusive of all costs associated with all requirements listed herein.

Montgomery College is tax exempt, certification provided upon request

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.

Company Name	Authorized Name (printed/typed)
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 Number	
Email Address	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

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 – CONTRACTOR INFORMATION FORM

B.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.

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

B.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.

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes No

B.6 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	

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT D – NO BID REPOSE 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
- Project is too small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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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, sex, 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.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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.

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.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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.

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 Blvd, 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 Blvd, 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.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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.

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 10 of the State Government 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 sex, 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 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, sex, 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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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: PERSONAL PROTECTIVE EQUIPMENT (PPE)
BID NUMBER: E521-006
BID OPENING DATE AND TIME: SEPTEMBER 25, 2020 @ 3:00 PM

ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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.

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: PERSONAL PROTECTIVE EQUIPMENT (PPE)
BID NUMBER: E521-006
BID OPENING DATE AND TIME: SEPTEMBER 25, 2020 @ 3:00 PM

ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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
REQUEST FOR BID TITLE: PERSONAL PROTECTIVE EQUIPMENT (PPE)
BID NUMBER: E521-006
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ATTACHMENT F – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) 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”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the 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 entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>