

# Invitation For Bid



**The Maryland-National Capital Park & Planning Commission**  
Department of Finance - Purchasing Division

---

*6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606*

## **Supply and Delivery of Basketball Uniforms Bid No. B40-111**

Release Date: October 21, 2019

The Maryland-National Capital Park & Planning Commission  
 Supply & Delivery of Basketball Uniforms  
 Bid No. B40-111  
**Table of Contents**

NOTICE TO BIDDERS: ..... 4

    1. Invitation for Sealed Bids ..... 4

    2. General Instructions ..... 4

    3. General Conditions ..... 4

    4. Special Conditions ..... 4

    5. Scope and Specifications ..... 4

    6. Pricing Schedule ..... 4

    7. Forms ..... 4

Section 1. INVITATION FOR SEALED BIDS ..... 5

Section 2. GENERAL INSTRUCTIONS ..... 6

    RESUBMISSION INFORMATION ..... 6

    Examination of Bid Documents ..... 6

    Commission Assistance in Bid Preparation ..... 6

    Interpretation and Correction of Bid Documents ..... 6

    Extension of Bid Opening ..... 6

    Response to Solicitations ..... 6

    PREPARATION AND SUBMISSION OF BIDS ..... 6

    RECEIPT AND OPENING OF BIDS ..... 7

    MODIFICATION AND WITHDRAWAL OF BIDS ..... 7

    LATE BIDS, MODIFICATIONS AND WITHDRAWALS ..... 7

    MISTAKES IN BIDS ..... 8

    AWARD OF BIDS ..... 9

    BID PROTESTS ..... 10

Section 3. GENERAL CONDITIONS ..... 11

    ETHICS IN PROCUREMENT ..... 11

    SPECIFICATIONS ..... 11

    BRAND NAMES OR EQUAL ITEMS ..... 11

    SUBSTITUTIONS ..... 11

    ESTIMATES MADE BY THE COMMISSION ..... 12

    TAXES ..... 12

    PAYMENT ..... 12

    COMPLETION OF WORK ..... 12

    ANTI-DISCRIMINATION PROGRAM ..... 12

Section 4. SPECIAL CONDITIONS ..... 14

    AWARD ..... 14

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

CONTRACT TERM..... 14  
CONTRACT ADMINISTRATOR..... 16  
Section 5. SCOPE AND SPECIFICATIONS ..... 17  
Section 6. PRICING SCHEDULE..... 19  
Section 7. FORMS .....22

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

**NOTICE TO BIDDERS:**

Project: **Supply & Delivery of Basketball Uniforms**  
Bid No.: **B40-111**

The following information related to the above project is provided to all prospective bidders:

**1. Invitation for Sealed Bids**

This section contains the description of the specific project, the time, date and location for submission of the bid, and the Commission Representatives to whom inquiries may be made regarding the bid.

**2. General Instructions**

This section contains the procedures for submitting the bid, receipt, opening, withdrawal, rejection and award of the bid, and bid protest procedures.

**3. General Conditions**

This section contains the general conditions regarding ethics, the specifications, estimates made by the Commission, tax information, payment terms and completion of work.

This section also explains the specific rules and procedures concerning application of the Commission's Anti-Discrimination Program to this procurement. See the Anti-Discrimination Program Section, page 8.

**4. Special Conditions**

This section contains certain specific conditions, if any that are required in the bid and changes, if any, to the general conditions.

**5. Scope and Specifications**

This section gives the detailed specifications for this project to enable the vendor to submit a responsive bid.

**6. Pricing Schedule**

This section is to be completed by the Bidders as to items that can be supplied and the bid prices for such items.

**7. Forms**

The Commission introduced an Online Vendor Registration (Ez Procurement) in April of 2014. All bidders and subcontractors must [register as a vendor](#) in order to conduct business with the Commission. Any questions regarding the online vendor registration portal, please call 301-454-1600.

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

**Section 1. INVITATION FOR SEALED BIDS**

Each Bid must be submitted in DUPLICATE, enclosed in a sealed envelope and marked "Supply & Delivery of Basketball Uniforms" - **Bid No. B40-111**". Bids submitted must include the Pricing Schedule, any explanatory comments or materials, and other attachments as required.

Each Bid must be received as follows:

Location: Maryland-National Capital Park and Planning Commission (M-NCPPC)  
Purchasing Division, Suite 300  
6611 Kenilworth Avenue  
Riverdale, MD 20737

Bid Closing Date/Time: **November 01, 2019, 2:00:00 p.m.**  
Deadline for Technical Questions: **November 11, 2019, 2:00:00 p.m.**  
Questions must be submitted in written format to the email listed below.  
Pre-Bid Meeting: **No Pre-Bid Meeting.**  
Pre-Bid Meeting Location: **Not Applicable.**

Bids delivered to any other office will not be considered. Oral, telephonic, telegraphic and facsimile bids will not be accepted. If a bid is sent by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated location. Bids received after the date and time specified for receipt of bids may be rejected and returned unopened.

**Delivery of bids to this office may only be made during Commission business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. Please be advised that access to the elevators at the Executive Office Building is restricted and requires an official Commission access card. Upon arrival to the building, please utilize the lobby wall phone to dial extension 1600. A member of the Purchasing Division staff will come to the lobby to grant you access or accept your bid.**

For compliance to bid requirements, completion of forms or other procurement procedures: Cindy Martinez, Principal Procurement Specialist, at (301) 454-1603 or [Cindy.Martinez@mncppc.org](mailto:Cindy.Martinez@mncppc.org).



---

Cindy Martinez  
Principal Procurement Specialist

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

**Section 2. GENERAL INSTRUCTIONS**

**RESUBMISSION INFORMATION**

**Examination of Bid Documents**

Bidders must examine all the Invitation for Bid (IFB) documents very carefully and must make their bid after examination of the location and/or nature of the proposed work. The submission of a bid indicates that the bidder thoroughly understands all the terms and conditions, instructions, and specifications of the bid.

**Commission Assistance in Bid Preparation**

Commission staff will not assist any bidder or bidder's agent in the actual preparation of the bid. Bidders or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the bid unless the Commission representative specified in the Invitation for Sealed Bids has given specific authorization.

**Interpretation and Correction of Bid Documents**

Should a bidder require an interpretation or clarification of any provisions of the bidding documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the bidder must notify the Commission in writing at least 5 working days prior to the date set for receipt of bids.

A bidder who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of bids.

All interpretations, clarifications, corrections, changes or other directions related to these requests of bidders will be provided in writing by the Commission and sent to all prospective bidders who obtained copies of the documents and information from the Commission.

**Extension of Bid Opening**

The Commission may extend the bid opening date at its option. If the date is extended, the Commission will notify all prospective bidders who have obtained copies of the bid documents from the Commission.

**Response to Solicitations**

In the event a firm does not submit a bid on this solicitation, the firm should return the Bid Pricing Schedule with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for bids. The return of the Bid Proposal Page with a "No bid" is not considered a failure to respond.

**PREPARATION AND SUBMISSION OF BIDS**

All bids must be:

Submitted in duplicate (original and one copy).

Submitted on the forms provided in the bid document. Bids submitted on any form other than the attached official forms will not be considered. NOTE: Bidders are especially advised to fill out the "Total Price" column in the official form, so that the result of the bidding, barring possible arithmetic errors, will be known at once. Any errors in computation will be corrected when the proposals are evaluated.

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

Initialed by the bidder where there are erasures or other changes in the bid.

Signed in ink by authorized principals with the bidder's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of \_\_\_\_\_". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of \_\_\_\_\_". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of \_\_\_\_\_". This wording should be added to the bid proposal page under "Firm Name".

Fully completed by the bidder, including all attachments to the IFB that require execution. All such attachments are to be returned with the bid.

Enclosed in a sealed envelope, the face of which shall indicate the IFB number, time and date of opening, and title of the bid. Faxed bids will not be accepted.

Received on or before the time, date and at the location specified in the bid.

### **RECEIPT AND OPENING OF BIDS**

The Commission representative, whose duty it is to open the bids, will decide when the specified opening time has arrived.

Bids delivered to any other office will not be considered. Oral, telephonic, telegraphic and facsimile proposals will not be accepted. If a bid is sent by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated location.

At the specified opening time, all bids will be publicly opened, and when practicable, read aloud and recorded on a bid tabulation sheet. Bidders may attend bid openings.

### **MODIFICATION AND WITHDRAWAL OF BIDS**

All bids shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening of the bid unless otherwise stated in Section 5, "Special Conditions."

At any time prior to the specified bid opening time and date, bids may be modified or withdrawn in person by a bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

### **LATE BIDS, MODIFICATIONS AND WITHDRAWALS**

If a bidder submits a bid or request for withdrawal is after the time set for receipt of bids, the following applies.

- A late bid, late modification or late request for withdrawal will not be considered. Any bid, proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.
- Any request for withdrawal or request for modification received at the place designated for bid opening after the time set for opening of bids is late.
- A late bid shall not be opened and shall be returned to the bidder (unless it must be opened

**The Maryland-National Capital Park & Planning Commission**

**Supply & Delivery of Basketball Uniforms**

**Bid No. B40-111**

to determine the identity of the bidder).

- Exceptions to these rules may be made when a late bid, modification, or withdrawal would have been timely but for the action or inaction of procurement personnel directing the procurement activity.
- In the event that the Commission offices are closed due to weather or other contingencies, the bids will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

### **MISTAKES IN BIDS**

After the opening of bids, Commission staff shall examine all bids for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the bid. If the bidder alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged bid mistakes. The authority permitting correction of bids is limited to bids which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a bid may have been made, the Purchasing Manager shall require that the bidder confirm the bid. Confirmation by the bidder of the bid will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the bidder fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the bid may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the bidder confirms his bid, the Purchasing Manager shall consider it as originally submitted.

If the bidder alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subcontractor's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.



**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are: obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.
- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

#### **AWARD OF BIDS**

Prompt payments as stated in the bid shall be considered when evaluating the bids and determining the low bidder. Discounts for periods of less than 20 calendar days will not be considered in determining the low bidder. The award shall go to the lowest, responsive and responsible bidder, after calculation of any qualifying prompt payment discount and adjustment for any price preference given under the Anti-Discrimination Program, unless the bid amount is unreasonable, or the Commission determines that awarding the purchase is not in its best interests.

The proposal must meet all specifications and terms and conditions established by M-NCPPC. The M-NCPPC reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards. Equivalency will be at the sole interpretation of M-NCPPC.

A bid may be rejected as non-responsive if it fails to conform to any of the essential requirements of an IFB, such as specifications, delivery schedule, or other material aspects. If the bidder fails to furnish a bid bond, or any other assurance required by the IFB, the Commission may find the bid to be non-responsive. A bidder's failure to comply with the Commission's Anti-Discrimination Program may also make its bid non-responsive.

A bid may be rejected as non-responsive if it is submitted on any form other than the attached official forms. A bid may also be rejected as non-responsive if the bidder imposes conditions that modify the IFB or limit the firm's liability.

"Responsible" means the bidder is capable to fully perform the contract requirements and has demonstrated integrity and reliability that assure good faith performance. If the Commission determines that the bidder is not responsible, the bid will be rejected. A bid from a debarred or suspended offeror will be rejected as not responsible.

If the bidder fails to supply information, within the specified time frame, that the Commission needs to be able to determine responsiveness and responsibility on a timely basis, the bidder may be deemed non-responsive or not responsible.

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

Unless otherwise stated in the Special Conditions Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right to waive minor informalities or irregularities in bids when reviewing bids for award.

**BID PROTESTS**

Any actual or prospective bidder who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- The name and address of the protester;
- Identification of the solicitation or purchase;
- Statement of reasons for the protest;
- Any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- The remedy sought.

The Purchasing Manager shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential.

The protester shall submit any additional information requested by the Purchasing Manager within five (5) calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

**Section 3. GENERAL CONDITIONS**

**ETHICS IN PROCUREMENT**

By submitting a bid, the offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (phone: 301/454-1600).

**SPECIFICATIONS**

All work must be furnished in accordance with the Specifications section of the bid.

**BRAND NAMES OR EQUAL ITEMS**

Except as may be specifically indicated to the contrary elsewhere within the bidding or contract documents, the specification by description of or reference to any particular product or item of material or equipment by type, brand name, make, model, catalog number or design description is intended only to establish a standard of quality. Any product, material or equipment of equal quality which is also the functional equivalent of and possesses the salient characteristics found in the particular item so specified may be substituted upon the approval of the Commission. Unless specifically noted in the Commission's Invitation for Bids, bidders are not restricted to the specific brand, make or manufacturer named but may offer to the Commission any material that the bidder considers equivalent to that specified or indicated.

The Commission reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements even though the article may comply substantially.

The product offered as "or equal" must be clearly disclosed in the bid proposal. If it is not, the Commission will not be under any obligation to examine such product to determine whether it is or is not equal, and will do so only when it is determined to be in the best interest of the Commission.

Bidders must submit descriptive literature and/or samples of "or equal" products.

Requests for approval of "or equal" products may be made prior to the time specified for bid opening. The requirements for such approval are the same as the requirements for substitutions which are covered next.

**SUBSTITUTIONS**

Substitutions are considered to be:

- Any change to the specifications in the bid proposal other than an "or equal" product.
- Any change to the specifications after the bid opening.

No substitution will be considered prior to receipt of bids unless a written request for approval has been received by the Commission at least five (5) work days prior to the date set for the opening of the bid. Each request must include the name of the material or equipment for which it is to be substituted as well as a complete description of the proposed substitute including, as appropriate, drawings, cuts, performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the bidder.

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

The decision made by the Commission's representative to approve or disapprove a proposed substitution will be final. If the representative approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum to the bid document. Bidders must not rely upon approvals made in any other manner.

The procedure described above also applies to requests for approval of "or equal" products prior to bid opening. The Commission is under no obligation to consider any substitution after the bid opening. However, if it is in the best interest of the Commission to consider a substitution, it may do so. Any substitutions that are accepted by the Commission after the bid opening will be provided for in the contract, or in an amendment to the contract, or by change order to the Contract or Purchase Order.

**ESTIMATES MADE BY THE COMMISSION**

Any quantities or dollar values given by the Commission as estimates or approximates, or as needs requirements, are given as a general guide for preparing the bid but are not guaranteed amounts. They represent the best estimate of the Commission but are subject to increase or decrease. Any such variance will not change the unit prices to be paid for the product or services.

**TAXES**

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

**PAYMENT**

The Commission within 30 days after acceptance of the work and submission by the Contractor of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the contractor, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

**COMPLETION OF WORK**

Upon award of the bid, bidders must be prepared to complete/deliver the work within the time stated in the bid or within the time stated in the proposal if the bid does not state a completion/delivery time.

**ANTI-DISCRIMINATION PROGRAM**

By submitting a bid, a bidder shall understand and agree to:

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subcontractors on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subcontractors and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require offerors to submit standardized forms with their bids that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the bid documents specifies whether these forms must be submitted.
- Not discriminate against MFDs in their performance of work as subcontractors on Commission contracts.
- Submit forms verifying payment to subcontractors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an

**The Maryland-National Capital Park & Planning Commission**

**Supply & Delivery of Basketball Uniforms**

**Bid No. B40-111**

administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from bidding on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act of 1990.

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

**Section 4. SPECIAL CONDITIONS**

QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence or references that state the bidder is a qualified dealer or manufacturer of the items listed and have been regularly engaged in performing the service on which they are bidding, for a minimum of two (2) years and in both cases maintain a regularly established place of business. An authorized representative of the Commission may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

Bidders offering quotations herein, certify that they are a current authorized dealer in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within 15 working days if so requested by the Commission at any time during the contract period. Should the Contractor lose dealer status at any time during the bid or contract period for any contracted item, that portion of the contract will automatically be cancelled.

PRICE

Unit prices shall include shipping to the delivery location indicated below. In the event that the awarded item is discontinued or replaced, the Contractor agrees to furnish the replacement item at the same price or less. Replacement items must meet the specifications outline below.

AWARD

It is the intent of the Commission to make one award to the lowest responsive and responsible bidder in aggregate, whichever is in the best interest of the Commission, as adjusted by the prompt payment discount, if any, unless the bid amount is unreasonable, or the Commission determines that awarding the purchase is not in its best interest. Bids that do not price all items will be deemed non-responsive.

Pricing for complete uniforms (Form 6A) shall be the basis of award. Additional pricing will be shall use in the event, the Commission requires itemized pricing for each item listed on Form 6B.

CONTRACT TERM

The initial term award resulting from this solicitation shall be for one (1) year. The Commission reserves the right to renew the award for an additional two (2) additional terms of one (1) year, contingent upon the bidder's satisfactory performance of delivery of products specified.

FAILURE TO PERFORM/DELIVER

In the event of a Bidder's failure to comply with the established supply and delivery of supplies, the Commission reserves the right to make an open market purchase of the required materials, and to charge as damages, the difference between the established price and the actual cost incurred by the Commission and to collect such charges from the Contractor, form any money due under this contract, or any other contract with the Commission.

ESTIMATED QUANTITIES

Any quantities shown on the price schedule are estimates or approximates and are given as a general guide for preparing the bid and shall not be construed as guaranteed quantities. Actual quantities ordered may be higher or lower. Any such variance will not change the unit prices to be paid for the items

**The Maryland-National Capital Park & Planning Commission**  
**Supply & Delivery of Basketball Uniforms**  
**Bid No. B40-111**

listed on the price schedule.

**WARRANTY**

All items shall be covered by the Manufacturer's standard warranty. Any additional warranties should be clearly stated.

All material must meet state and federal requirements. The bidder at no cost to the Commission must replace all unacceptable material.

**GUARANTEE**

The bidder guarantees that all products offered carry a guarantee against any and all defects for a minimum period of one year from acceptance. The bidder must correct any and all defects in material and/or workmanship, which may appear during the guarantee period by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Commission and to the Commission's satisfaction. Should a manufacturer's warranty or guarantee exceed the requirements stated above, the guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's warranties must be provided upon request. All warranties and guarantees must be in effect from the date of acceptance by the Commission of the goods or services. The bidder guarantees that all work shall be accomplished in a workmanlike manner and the bidder must observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed. Goods and materials provided under this contract must be new, of first quality, latest model and of current manufacture, and are not of such age or so deteriorated as to impair their usefulness or safety. Items that are used or demonstrator models are unacceptable.

**ORDERS**

The Commission may request quotes and/or orders based on actual quantities required either through phone, mail, or email and must provide a Purchase Order number and/or a credit card number with the order to authorize the purchase. All order must have a Purchase Order number.

**CATALOGS AND PRICE SHEETS**

When an award is made and the basis of the award is a percentage discount, the Contractor shall furnish current catalogs and price lists with the bid, which shall become a part of the contract. The Contractor's name and address shall appear on all catalogs and price lists. Where a price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices charged by the Commission, and those prices must agree with the bidder's original bid. If a fee or charge is to be made, it should be indicated on the Pricing Schedule.

**SAMPLES/MANUFACTURER'S SPECIFICATION**

Manufacturer's specifications for offered product should be submitted with the bid proposals. All samples/specifications shall be exactly the items the bidder intends to furnish if awarded a contract. The Commission shall be the sole judge as to acceptability of samples or specifications.

**INSURANCE REQUIREMENTS**

Prior to commencing services under the contract, the Contractor must furnish the Commission a certificate of Insurance that is rated at least **A** by **Best's Key Rating Guide** or **BBBq** by **Standard and Poor's Insurance Rating Services**. The certificate of insurance furnished by the Contractor must contain coverage limits in the minimum amounts as on the Insurance Checklist. (Form 7C).

**INDEMNITY**

The Contractor shall indemnify and save harmless the Commission from and against all actions,

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the Commission of which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from its negligent performance of or failure to perform any of its obligations under the terms of this contract.

CONTRACT ADMINISTRATION

**CONTRACT ADMINISTRATOR**

The Contract Administrator is:

Cindy Martinez, Principal Procurement Specialist  
Purchasing Division, Department of Finance  
Telephone No. 301-454-1603  
Email: [Cindy.Martinez@mncppc.org](mailto:Cindy.Martinez@mncppc.org)



The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

## Section 5. SCOPE AND SPECIFICATIONS

### SCOPE

It is the intent of this Invitation for Bid to solicit prices for a complete basketball uniform (jersey and shorts) for the Department of Parks and Recreation.

### SPECIFICATIONS

The product furnished under these specifications shall be new, the latest production model or style available. Bidders must submit complete descriptive literature with the bid with any approved substitutions. The Commission reserves the right to accept or reject any submitted item(s) as approved substitutions to the specifications set forth below.

#### A. Basketball Jersey Requirements

- Reversible 100% Nylon Mesh V-Neck Tank Basketball Jerseys with side panel accents must be in the color Silver (SIL) (Score Sport's Style Atlanta B420 or approved substitution(s))
- Standard 4" white number with black outline shall be heat transferred on the top left shoulder on the front side of each side of the reversible jersey. The number (s) on the back of the Jersey shall be heat transferred with a standard 8" white number with black outline on the center of each side of the reversible jersey.
- M-NCPPC Parks and Recreation Logo must be 10" long and 3.5" width and must be heat transferred to the center of the chest of the Jersey on each side of the reversible jersey.

#### B. Basketball Shorts Requirements

- Performance fabric basketball shorts with extra wide elastic waist with contrasting side mesh accent panels must be in the color Silver (Score Sport Style Roswell B485 or approved substitution(s)).
- Standard 4" White number with a black outline and must be heat transferred onto the right front side of the shorts.

#### C. Color Requirements

- Basketball Uniforms must come in various colors: Orange (ORG), Red (RED), Black (BLK), Royal (ROY), Burgundy (BUR)

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

D. Other Requirements

- All Price must be all inclusive, but not limited to imprints, file positive screen charge, art charges, and delivery.
- Bidders MUST submit descriptive literature of equal products samples of equals are also required.
- All Uniforms must be covered by the Manufacturer's standard warranty.
- Numbers on Uniforms must use American Basketball Numbers (single and double digits between 0 and 5).

LEAD TIME

Bid must include the lead time for printing and delivery.

DELIVERY

Basket Ball Uniforms must be delivered to 7833 Walker Drive, Suite 430, Greenbelt, MD 20770.

The Maryland-National Capital Park & Planning Commission  
 Supply & Delivery of Basketball Uniforms  
 Bid No. B40-111

**Section 6. PRICING SCHEDULE**

**Basketball Uniforms  
 FORM 6A**

Item No.	Size	ORG/SIL	RED/SIL	BLK/SIL	ROY/SIL	BUR/SIL	Estimated Quantity	Unit Price per Set <sup>1</sup>	Total Price
1	Youth Small	45	75	60	75	1	256		
2	Youth Medium	45	60	60	60	40	265		
3	Youth Large	45	75	75	75	35	305		
4	Adult Small	40	50	50	50	20	210		
5	Adult Medium	45	45	45	45	20	200		
6	Adult Large	15	45	45	45	20	170		
7	Adult XL	15	15	15	15	15	75		
8	Adult 2XL	4	4	4	4	4	20		
<b>Grand Total of Items (1 through 8)<sup>2</sup></b>									

<sup>1</sup> Set is a whole uniform to include Jersey and Short.

<sup>2</sup> Basis of Award (one award) (Award define in Section 4. Special Conditions)

The Maryland-National Capital Park & Planning Commission  
 Supply & Delivery of Basketball Uniforms  
 Bid No. B40-111

**FORM 6B- Additional Pricing<sup>3</sup> for Itemized Unit Price for Basketball Uniforms**

Items	<u>Size</u>	Jersey Unit Price	Short Unit Price
1	Youth Small		
2	Youth Medium		
3	Youth Large		
4	Adult Small		
5	Adult Medium		
6	Adult Large		
7	Adult XL		
8	Adult 2XL		

FOB: DESTINATION

TERMS OF PAYMENT: \_\_\_\_\_%, twenty; net 30 days.

NUMBER OF CALENDER DAYS FOR DELIVERY AFTER RECEIPT OF ORDER: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED PERSON:(PRINT) \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

\_\_\_\_\_ "NO BID". I decline the offer to submit a bid for this particular Invitation for Bids (IFB). However, I request that the M-NCPPC retain my name on their bidders list for future solicitations and understand that it is my responsibility to submit a Vendor

<sup>3</sup> Additional Pricing as defined in Section 4. Special Conditions

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

Information Form directly to the M-NCPPC's Purchasing Office.

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

**Section 7. FORMS**

**A. Submit the following REQUIRED FORMS with your bid response:**

**1. All BIDDERS - Section 6. Pricing Schedule**

All Unit Costs and Total Price must be clearly entered in dollars and cents. Make your decimal points clear and distinct. Any line items at No Cost to the Commission, must be clearly entered in the Unit Price, if appropriate, and extend price with \$0.00. The form must be completed and signed by an authorized representative of the Company.

**2. Reference Form- FORM 7A.**

A minimum of three reference must be provided with the bid submission. See Attachment 7A.

**B. Submit the following forms, if applicable.**

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE -**  
Bidders are requested to return this sheet with your bid response. See Attachment 7B

The Maryland-National Capital Park & Planning Commission  
Supply & Delivery of Basketball Uniforms  
Bid No. B40-111

7A- Reference Form

1. COMPANY NAME: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_

**Metropolitan Washington Council of Governments  
Rider Clause**

**FORM 7B**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS CHIEF PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/Bid.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Maryland Department of Transportation

YES NO JURISDICTION

- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Potomac & Rappahannock Trans. Commission
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Service Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

Vendor Name

Revised 4/19/18