

Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 W Gude Drive Suite 3100
Rockville, Maryland 20850

Invitation For Bid #1142.8, Miscellaneous Business Forms

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and inside delivery of the specified scan and business form(s) to the Montgomery County Public Schools (MCPS) Supply and Property Warehouse, 502 North Stonestreet Avenue Rockville, Maryland 20850. In some cases when the volume is small, unusual or emergency situations, etc., the purchase order will indicate inside delivery directly to the computer facility, MCPS Data Center 45 West Gude Drive Suite LLC10, Rockville, Maryland 20850. In the event of the requirement to order for disaster recovery (DR) purposes, location will be indicated on purchase order or by telephone.

The vendor(s) must understand that not all forms may be ordered during the contract term due to supplies on hand or changes. Various order volumes will be indicated for ordering purposes with annual volume for total ordering during the year. In addition, it is possible new forms could be added during the contract term.

Since by nature, disasters are unpredictable. Emergency supplies would be needed for approximately one month should a Disaster Recovery be necessary. Not all the listed forms would be ordered due in part to the seasonal type of processing. It should also be expected that it would be highly likely the forms would be needed at a non-specific remote location (e.g., Philadelphia, PA, Herndon, VA, etc.)

B. Delivery

Delivery will be required within 30 days after receipt of a purchase order issued and signed by the director of the Department of Materials Management. Due to the critical impact on the education of students and/or administrative services, delivery of proof and confirmation of vendor's ability to meet the scheduled delivery date shall be required within ten (10) days of receipt of purchase order. Vendors also must notify MCPS within 48 hours after receipt of purchase order of any unexpected delays that may occur subsequently to the above confirmation. **Delivery during disaster recovery periods will require a three (3) day delivery unless waived.**

There may be cases where unanticipated events will occur and an emergency order must be place with delivery required in ten (10) days or less of receipt of purchase order. If there is a higher price per thousand for this then it should be quoted. **Delivery during a disaster recovery period will be required within three (3) days of telephone notice.** MCPS will work with the vendors for changes related to expedited delivery charges at time of order.

C. Failure to Perform/Deliver

In the event of a vendor's failure to comply with the established delivery schedule, MCPS reserves the right to make an open-market purchase of the required forms and charge as damages, the difference between the established price and the actual cost incurred by MCPS and collect such charges from the vendor from any money due under this contract or any other contract with MCPS. Alternatively, MCPS may assess late charges at the rate of 1% per day for the cost of the forms for each day of delay beyond the established delivery date. Failure to deliver may result in removal of your company from the approved vendor file.

D. Award

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

E. Acceptance and Payment

The vendor understands that acceptance of the entire shipment is contingent upon MCPS random inspection. In the event there are any samples that do not scan in an acceptable manner, then MCPS may at its discretion refuse delivery and payment of the entire shipment.

Vendor Initials/Date _____

The vendor's forms are expected to achieve 100% accuracy. One hundred percent (100%) accuracy shall be defined as correct recognition of all marks and inputs in the fields provided on the form. The vendor understands that if during the course of operational use (within 12 months of delivery) of the forms there are any vendor-related scan form problems discovered (e.g., off registration), then the vendor will refund the cost of any unused forms to MCPS. In addition, the vendor will be committed for arrangement and payment for alternative data capture (to include manual data entry and verify if deemed necessary by MCPS).

Vendor Initials/Date _____

The vendor understands that payment for acceptance of the full quantity of forms identified in the purchase order will be made only after MCPS full shipment quality check is completed (normally 2-3 weeks after delivery).

Vendor Initials/Date _____

F. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1) year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) shall have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

G. Provision for Price Adjustment

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

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful vendor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

H. Samples and Revisions

See Item Specifications for quantity usage. A sample for each item bid is required. Many forms will have information printed on them by a Xerox Nuvera 200 x 2. This list may be modified by adding or deleting forms based on MCPS' changing requirements during the contract term. The vendor will be required to provide any necessary assistance on the design of the forms and advise on required scanning application software to include integration of the scanner hardware and MCPS printing hardware (laser or impact). The vendor is required to have and provide evidence of reflected-light testing equipment at the forms manufacturing site to test the product. MCPS reserves the right to inspect the vendor's facilities to check compliance with quality control procedures that are in force and include climate-controlled environment, uniform interval testing of printed documents and quality control check lists.

I. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. At a minimum, the bidder shall provide substantiation that it provided OMR forms for high volume scanning requirements in each of these five (5) projects in an information technology processing environment similar to that of MCPS. The high volume OMR form quantity scanning requirements shall be deemed to approximately 1,000,000 forms per year. The bidder shall provide documentation sufficient to demonstrate that they have provided OMR forms in high volumes (e.g. 1,000,000 per year) as required in this bid. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
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1. _____

Email Address: _____

2. _____

Email Address: _____

3. _____

Email Address: _____

J. Guarantee

The vendor guarantees scan ability of all documents utilizing the MCPS NCS 5000i equipment. This is a reflective OMR and Image based scanning environment. The scan forms will be utilized for purposes such as student standardized tests and grading. These forms will be used by students and staff utilizing No. 2 lead pencils. All scan forms will be scanned utilizing the MCPS NCS 5000i high-speed scanner. The MCPS scanning environment that these forms will be processed in is a high speed (maximum of 10,000 per hour), environment. The scanner mechanical tolerances are very tight. Accordingly, alignment of the fields on the forms and the alignment of the paper to enable proper placement for proper reflective reading of marks by the scanner heads are critical. The vendor shall be responsible for the replacement of any unscannable documents and/or arrange for an alternate site to capture data. MCPS will require that the vendor accomplish this at the vendor's expense. The vendor shall ship partial reprints of unscannable documents within three (3) business days, five (5) business days for full reprints.

Vendor Initials/Date _____

K. Proof

Proof (not paper) with page markings shall be required on each item that is a new form from the awarded vendor(s) unless waived by the MCPS Department of Infrastructure and Operations. Proof must be mailed to: MCPS Department of Infrastructure and Operations, Attn: Kevin Beard, 45 West Gude Drive Suite LLC10, Rockville, Maryland 20850.

L. Artwork

All camera ready artwork produced as a result of this solicitation will become the property of MCPS and is required to be sent to: MCPS Department of Infrastructure and Operations, Attn: Kevin Beard, 45 West Gude Drive Suite LLC10, Rockville, Maryland 20850.

M. Form Tolerances

The forms manufacturer must guarantee the following tolerances for register and image size for guide edge:

- a. In relation to timing track and response positions: plus or minus 0.010 inches
- b. Printing color-to-color in relation to guide and read heads: plus or minus 0.010 inches
- c. Trim and printing combined: plus or minus 0.020 inches
- d. No tolerance is allowed for skewing (squareness of image on form)

Samples of paper should be examined at uniform intervals throughout the millrun to assure that the paper reflectance levels are consistent and that variations created during the mill blending process do not affect paper quality requirements.

N. MCPS Testing and Evaluation of Forms**1. Pre-contract Testing**

All vendors responding to this request for bid shall submit samples of OMR based forms for pre-contract testing by MCPS at a date and time to be arranged. No award will be made to any offeror whose forms do not successfully complete the pre-award tests in MCPS' own processing environment. All forms for testing shall be sent to: MCPS, Attn: Anissa Black, Buyer I, 45 West Gude Drive Suite 3100, Rockville, Maryland 20850.

2. Contract Testing

The successful vendor shall provide one (1) full box of forms for testing at MCPS within one (1) week of receipt of a purchase order from MCPS. This shall occur prior to the delivery of the full order by the vendor. Forms for testing shall be sent to: MCPS, Attn: Kevin Beard, Computer Operations Manager, 45 West Gude Drive Suite LLC10, Rockville, Maryland 20850.

All deliveries must indicate the sequence in which each box of forms was printed so that random testing of forms may be done.

Vendor Initials/Date _____

O. Quantities

Quantities in this request are based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. However, MCPS shall not be obligated to purchase any specific quantity. Orders will be placed from time to time throughout the contract term for delivery to individual locations. Over shipment exceeding five (5) percent shall not be allowed. **Failure to adhere to this requirement may result in the re-awarding of these items.**

P. Ink

Black inks must be printed dark enough to register a minimum level of 15.

Colored inks cannot exceed one read level above the paper test.

Q. Paper

For purposes of handling, no single box/case/container shall exceed 60 pounds in weight. Any shipment that exceeds this requirement will be rejected and will require redelivery at the vendor(s) expense. It is desired, when possible, that the weight not exceed 45 pounds.

Paper product requirements for non-scan forms:

In some cases, specifications such as weight or size that are specified in individual form descriptions will be different.

Test samples representative of production lots shall conform to the following requirements using 98% conformance as determined by appropriate statistical techniques.

1. Basic Weight: 20 lbs.
2. Caliper (mils): 3.75
3. Stiffness (taber) MD: 1.7 min; CD: 9.7 min
4. Smoothness (Sheffield): 100 min/200 max
5. Moisture % by weight: 4.5%
6. Porosity (Gurley): 11 min
7. Brightness (% ref): 84%
8. Opacity (%): 85.5%
9. Wax Pick (Dennison): 12 min
10. Surface Resistivity (Keithly): 5×10^9 ohm pr square
11. Acid Content: pH 5.5 min
12. 100% Chemical Wood Pulp
13. No Post Consumer Waste Used to Manufacture Product

R. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/staff.aspx> or contact Anissa Black, Buyer in the Procurement Unit at 301-279-3555, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

S. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance
5. Customer References
6. Initialed acceptance of Section E, Acceptance and Payment
7. Initialed acceptance of Section J, Guarantee
8. Initialed acceptance of Section, N, MCPS Testing and Evaluation of Forms

T. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

U. Submission of Bid

Bid must be submitted in a sealed envelope to Procurement Unit, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for their files.

V. eMaryland Marketplace Advantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

W. Inquiries

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

X. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1)

through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent,

and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at

<http://www.montgomeryschoolsmd.org/departments/procurement>.

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.