

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

Invitation for Bid # 4121.20, Office Papers, Virgin and Recycled

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of office papers. Deliveries are to be made to Montgomery County Public Schools (MCPS) and member jurisdictions of the Metropolitan Washington Council of Governments (COG).

This is a cooperative Invitation for Bid issued by MCPS on behalf of the members comprising of the Mid-Atlantic Purchasing Team Committee for the purchase of their respective estimated known and future annual requirements of office and print shop papers. MCPS is acting as the "Soliciting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc, incurred by any other jurisdiction. The member jurisdictions and their agencies, commissions, departments and addresses are listed on page 10. Others may be added from time to time in the future. Participating in this cooperative Invitation for Bid are herein after referred to as "Jurisdictions".

Each jurisdiction will execute its own contract(s) in accordance with each jurisdiction's purchasing laws, policy and procedures. Individual contracts will contain contractual requirements that are unique to the jurisdiction; to include but not be limited to Non-Discrimination in Employment, Officials not to Benefit, Registering of Corporations, Bidders Qualification Statement, etc.

Maximum practicable opportunity will be given for procurement of recycled content paper. Recycled paper is defined as any paper having at least 30% post-consumer waste. Secondary waste paper is defined as pre-consumer waste materials recovered from the manufacturing process and post consumer paper materials that have entered and are recovered from the municipal solid waste stream. "Mill Broke" is specifically excluded as a source of waste material.

Bidder(s) shall provide pre-consumer and post-consumer waste content in item specifications where requested.

Each mill must demonstrate that each product bid will be manufactured to be environmentally responsible. This will include employing acid free manufacturing processes using "ECF" (Elemental Chlorine Free) or "TCF" (Total Chlorine Free) pulping standards at each mill and the use of bio-mass energy converting. Independent audits to determine acid free processing, "ECF" or "TCF" manufacturing may be conducted.

MCPS Print Shop requires all paper stock to be certified by either the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI).

B. Delivery

Items which will be ordered requiring tractor-trailer are for the MCPS Supply and Property Warehouse are indicated in the item description. All other items are standard vendor truck delivery. Truck delivery may be 1 ream or more reams therefore **vendors shall “state their minimum order” in the item specifications with their bid response. All jurisdictions will determine the best award for themselves based on the minimum order requirements.**

MCPS Supply and Property Warehouse is located at 502 North Stonestreet Avenue, Rockville, Maryland the MCPS Print Shop (PS) is located at 660 North Stonestreet Avenue, Rockville, Maryland. Delivery locations for other jurisdictions are listed on page 10.

1. MCPS Supply and Property Warehouse

The successful bidder(s) shall be required to make **delivery within 14 days** after receipt of a purchase order(s) issued and signed by the director of the Procurement Unit. Purchase orders for the MCPS Supply and Property Warehouse will always be for a full tractor trailer load. Purchase orders will be issued immediately to the successful vendor(s) upon award of the contract. Supplemental orders will be issued as required during the term of the contract.

Deliveries will be accepted between 7:30 a.m. and 2:00 p.m. Vendor(s) shall call 24 hours prior to delivery to set up a delivery appointment, 301-279-3346. Deliveries must be accompanied with a shipping/packing list, which refers to a MCPS purchase order. Deliveries without a shipping/packing list may be refused by MCPS. Deliveries refused due to delivery hours or shipping/packing lists will be reshipped at the vendor’s expense.

2. Items Indicated MCPS Print Shop

The successful bidder(s) shall be required to make deliveries to the MCPS PS, Lincoln Center, 660 North Stonestreet Avenue, Rockville, Maryland on an individual order basis. **The successful vendor(s) shall be expected to retain sufficient stock on hand to be able to complete an order within two (2) days notice for all MCPS PS items. If the successful vendor(s) cannot provide the item(s) within the time required, MCPS reserves the right to purchase from other sources.**

Arrangements for delivery time and date shall be worked out between the successful vendor(s) and the supervisor of MCPS Editorial Graphics and Publishing Services.

Paper delivered to the MCPS Print shop shall be labeled indicating the number of sheets per carton and/or the number of sheets per skid.

Order confirmation and price confirmation must be sent within 24 hours of an order request via e-mail to “Buzz” Lee, Charles_I_Lee@mcpsmd.org

C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the

contract. Awards may be made to one (1) successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

Item Specification pages 12-15 (Paper, Carbonless) shall be awarded in the aggregate to a single vendor.

D. Invoicing

All MCPS Print Shop deliveries invoicing shall be in duplicate and must be included with the delivery. The delivery location will forward the invoice to the Division of Controller for payment.

E. Contract Term

The term of contract shall be for two (2) years 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 two (2) additional 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 (10) 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.

F. Provision for Price Adjustment

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

Subsequent to award, the unit prices quoted herein 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 the Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 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. If a price increase is accepted a contract amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.

G. Samples

Samples of two (2) cases of paper are required prior to or at bid opening on all items bid. Please send samples to 570 N. Stonestreet Ave. Rockville, MD 20850 to the attention of Tina Marie Booth. Failure to submit samples as required will result in automatic disqualification. Additional samples may be required during testing. However, samples may be requested and evaluated by any jurisdiction participating in this invitation. Each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner (See Article XXIV of the General Stipulations and Instruction to Bidders).

H. Brand Names

Except where noted as “Only a specified brand will be considered” reference to brand names and code or model numbers in the attached specifications is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. The use of such brand names should not be interpreted, as the exclusive brand desired. In the brand column specify the brand name of the item bid. Bidders offering equal brands shall include a copy of “The Competitive Grade Finder” report with their bid.

Commodity descriptions that state “Only a specified brand will be considered” are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. Other brands will be evaluated and tested by MCPS if materials are submitted at no cost to MCPS. Forward samples to Montgomery County Public Schools, to 570 N. Stonestreet Ave. Rockville, MD 20850 to the attention of Tina Marie Booth. Testing normally requires a minimum of 60 days to complete; therefore, your samples for testing may be approved for a future bid if the evaluation is satisfactory.

I. Deviations

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

J. Interpretation of Specifications

Commodities in the attached list are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards as per the brand specified.

K. Packaging and Labeling

All shipments shall be packaged and marked with the name, quantity enclosed, size, color, if applicable, and job order according to instructions on each purchase order. Broken cartons will not be accepted.

Bulk materials for delivery to the warehouse or print shop are to be placed on wooden skids or pallets for ease of unloading. Materials shall be palletized in accordance with accepted trade practices.

BIDDERS MUST STATE THE NUMBER OF SHEETS OR SETS PACKED PER CASE. FAILURE TO IDENTIFY PACKAGING QUANTITY MAY DISQUALIFY YOUR BID.

L. Quantities

The item quantities specified herein are estimates based upon prior usage. MCPS shall not be obligated to purchase any specific quantity. Item quantities listed for recycled paper, tractor-trailer load delivery, and truck delivery from vendor warehouse are alternatives to the virgin tractor trailer load delivered item. Actual quantity purchased under each item will be contingent upon bid prices, and each jurisdiction’s requirements for purchasing recycled paper.

M. Quotations

PRICES OFFERED MUST CORRESPOND WITH THE BID UNIT REQUESTED. FAILURE TO OFFER PRICES IN ACCORDANCE WITH THE BID UNIT REQUESTED MAY RESULT IN DISQUALIFICATION.

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products which do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product shall be **offered under separate cover**, identified as a new product and a brief explanation written as a part of the offer detailing the advantages that can normally be expected of this product over the product specified.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

N. Customer References

Bidders are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) current customers for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

N. Customer References (cont’d)

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

1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

O. Paper Standard

The various papers described herein shall in every respect meet the Government Paper Specifications with revisions, as published by the Joint Committee on Printing, Congress of the U.S. dated May 6, 1967.

All 20# multipurpose colored and white copier paper MUST be from domestic mills only.

P. Service

The successful bidder(s) shall have an adequately trained representative to service the account at least once a month and be available to answer any technical questions regarding paper quality and run ability.

Item No. 23596, 20#, Multipurpose White 8 1/2 x 11, is primarily run through Gestetner DSM790, Gestetner 9002, Ricoh 906EX, and Ricoh 907EX, high speed, high volume copiers. The awarded product must run consistently through the paper path of these machines.

Shall any issues arise during the term of the contract, a resolution must be reached within ten business days. If a full resolution is not reached within 10 business days, MCPS reserves the right to reaward the item(s) to the next lowest bidder.

Q. Award Criteria

- 1. Conformance to specifications
- 2. Ability
- 3. Price
- 4. Past performance

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/> or contact Tina Marie Booth in the Procurement Unit at 301-279-3510, 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. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (Not required for orders delivered to the MCPS Supply and Property Warehouse or Print Shop Only)

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.

S. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (Not required for orders delivered to the MCPS Supply and Property Warehouse or Print Shop Only) (cont'd)

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must

confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

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

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 240-740-3066. 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.

T. 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://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

U. Multi-Agency Participation

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

V. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Tina Marie Booth, Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850, email Tinamarie_M_Booth@mcpsmd.org. Questions must be received no later than four (4) 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.

Vendor 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 Unit website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

W. Jurisdiction Delivery Information

Montgomery County Public Schools (MCPS), Division of Supply & Property Management, 502 North Stonestreet Avenue, Rockville, MD 20850, 301-279-3348, Fax: 301-279-4988, e-mail at [Eric B. Turner@mcpsmd.org](mailto:Eric_B_Turner@mcpsmd.org)

MCPS Print Shop (Lincoln Center), 660 North Stonestreet Avenue, Rockville, MD 20850, Attn: Felix Ubiera 301-279-3741, FAX: 301-279-3552, e-mail at [Felix P. Ubiera@mcpsmd.org](mailto:Felix_P_Ubiera@mcpsmd.org).