

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation For Bid # 7313.1, Remanufactured Toner Cartridges

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of remanufactured toner cartridges. Deliveries are to be made to Montgomery County Public Schools (MCPS) individual locations.

OEM and Compatible cartridges are not part of the scope of this bid.

B. Background

Montgomery County, a suburb of Washington DC, is comprised of 500 square miles of urban, suburban, and rural areas. The educational needs of the county's diverse population are supplied by MCPS.

MCPS has a current K-12 population of more than 160,000 students. The MCPS educational facilities include 137 elementary schools, 40 middle schools, 27 high schools, 5 special schools, and one career and tech center.

C. Delivery

Delivery for MCPS orders shall be required within fifteen (15) days after receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Division of Procurement or an order placed by an authorized representative using an MCPS purchase card.

D. 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 MCPS 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 bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual basis. However, the MCPS Board of Education reserves the right to make awards according to the best interests of MCPS. MCPS also reserves the right to add additional items or additional vendors throughout the contract term should there be a need for items not available from the awarded vendors.

E. Contract Term

The term of contract shall be for one year as stipulated on the Invitation to Bid. However, the contract may not begin until one day after approval by the MCPS 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 four (4) additional one-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 (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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS 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 Division of Procurement 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 180 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.**

G. Descriptive Literature

All bidders are required to furnish with their bid proposal literature properly bound and labeled showing full illustrations and detailed specifications on items bid. The literature shall be clearly marked with the bid number and company name. Vendors shall show the manufacturer's code and catalog number of the item offered, as applicable. Failure to submit marked descriptive literature may result in disqualification.

H. Samples

Sample of **one item** is required **before** the bid opening, for evaluation and testing of the product. Provide a sample for **MCPS Item #44913 Remanufactured Black Toner Cartridge for HP MFP 528 (OEM CF289X) Yield: 20000**. Samples are not required for other bid items.

Sample shall be sent to MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100 Rockville, MD 20850. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Each individual sample submitted shall bear the name of the bidder, item number, bid number and

shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions to Bidders).

I. Interpretation of Specifications

The commodities in the attached list are specified to meet our minimum requirements. Vendors are informed that they must provide the items in conformance to quality standards.

J. 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.

K. Sustainability

MCPS is a responsible steward of the environment. Our goal is to increase the number of MCPS schools that have obtained LEED certification. It is important to MCPS that the manufacturers of the products purchased have implemented procedures and policies that minimize their negative impact on the environment. Bidders shall include with their response a statement from their company and from their manufacturers explaining their environmental statements and or policies. This information will be considered in the award evaluation.

L. Quotations

No bidder will be allowed to offer more than one (1) price on each item even though it may feel that it has two (2) 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 (1) 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 should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages which can normally be expected of this product over the product specified.

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

M. Quantities

Quantities specified herein are based on anticipated need. Quantities are subject to change dependent upon changes in current requirements of MCPS and on budgetary limitations. 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.

N. Packing Slips

See General Stipulations and Instructions to Bidders, Section XIL, Packing Slips and Delivery Tickets. In addition to Section XIL, all packing slips must include the MCPS purchase order number.

O. Invoicing

See General Stipulations and Instructions to Bidders, Section XIII. Invoices.

P. 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.

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

Q. Award Criteria

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

R. 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, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require 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 the 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 Awardee's contractor(s) and this contract shall be binding only upon the **principal's 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 contractor. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

S. eMaryland Marketplace

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace 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.

T. Submission of Bid

Copies of Bid

One original and one copy of the bid is requested. The cover page of copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files. Pricing is to be entered on the Excel sheet per Attachment A. Bidder is encouraged to also submit a copy of the bid on flash drive

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 vendor to check the "Vendor Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

Required Submissions

- Completed & Signed Cover sheet and Notice to Bidder
- Excel containing offered Items and Pricing as per Attachment A – flash drive and printed copy
- Descriptive Literature as per Section I. G., Descriptive Literature
- Sample as per Section I. H., Samples
- Environmental statement/policies, per Section I. K., Sustainability

- Customer References, per Section I. P., Customer References
- Original and Copy of bid plus bid on flash drive, per Section I. T., Submission of Bid
- Addenda/Errata, if applicable, as per Section I. T., Submission of Bid
- Documentation demonstrating at least five years in business, as per Section II. B., Qualifications and Requirements
- Dedicated Account Manager contact information, as per Section II. B., Qualifications and Requirements
- Recycling Program information, if applicable, per Section II. I., Special Conditions of Bid

U. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Julie E. Johnson, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, via fax number 301-279-3173 or email Julie.E.Johnson@mcpsmd.org. 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 <https://procurement.montgomeryschoolsmd.org/home/Bids>

V. 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.

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 website at <https://procurement.montgomeryschoolsmd.org/home/Bids>.

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.

A. Intent

MCPS requests Bids for the purchase of remanufactured toner products to be furnished and delivered to various MCPS locations.

OEM and Compatible cartridges are **not** part of the scope of this bid.

B. Qualifications and Requirements**Years in Business**

Bidder must be in the business of remanufacturing and/or distributing remanufactured toner and ink products and must have done so for, at a minimum, the past five (5) years. Mergers, acquisitions, and business name changes of a bidder, with proper documentation, will be taken into consideration for the purposes of determining the five (5) year minimum requirement.

Dedicated Account Manager

Contractor must provide a dedicated Account Manager who is available to answer questions or concerns within 24 hours of initial contact. Contractor must also provide a replacement contact should the dedicated account manager be unavailable. If the dedicated account manager will be unavailable, the Contractor must notify MCPS a minimum of 24 hours in advance of the scheduled absence and provide alternative contact information (i.e. name, email, telephone, etc.) The alternative contact must be able to act on behalf of the dedicated account manager.

C. Mandatory Specifications of Bid

All requirements in this section shall be met at no additional cost above the pricing provided in the Bid. Contractor shall not impose any minimum order requirements. Any bids which contain minimum order requirements shall be rejected.

D. Product Specifications**Remanufactured Cartridges**

Remanufactured cartridges must follow a remanufacturing process which include, but is not limited to the following

- Assessment to determine if the cartridge can be remanufactured
- Complete disassembly of toner cartridge to thoroughly clean and check all internal components against the original manufacturer's specifications.
- Replace all worn, damaged, defective, or end of life-cycle components, including but not limited to the drum, corona wire assembly (chemically cleaned or replaced), wiper blade, fuser wand, and primary charge roller (PRC). Replacement seals with an OEM type heat seal, card seal, or pressure sensitive seal.
- Replacement of any parts not meeting OEM specifications or the latest guidelines adopted by the STMC for remanufactured cartridges. All replacement parts must meet or exceed current OEM standards.

- Filling of toner cartridges meeting OEM specifications or the latest guidelines adopted by the STMS for remanufactured cartridges.
- NO cartridges shall be “drilled and filled”. “Split-hopper” cartridges will not be considered unless there is no alternative of remanufacturing them.
- A toner hopper/seal separator which meets or exceeds OEM standards shall be inserted to prevent spillage of toner during shipping.
- Exterior surfaces must be thoroughly cleaned with all traces of old labels removed entirely.
- Contractor must test all cartridges before shipping as part of the remanufacturing process to ensure accordance with above standards and guidelines.
- Cartridges to include support for DRM-compatible Chip when required by OEM device manufacturer.

Compatible Cartridges

MCPS will **not** accept “compatible” cartridges.

Any contractor which provides "compatible" cartridges as substitutes for remanufactured will be in contract breach which may result in contract termination.

If it is in the best interest of MCPS, in response to future changes in the market and/or product availability, MCPS reserves the right to incorporate compatible cartridges into the contract resulting from this bid. Subject to mutual agreement, the Contractor agrees to this. This change will not be made if the change would have provided a significant advantage to any bidder over another bidder at the time the bid was originally awarded.

E. Technical Requirements

Cartridge Quality and Performance

All products sold under the Contract resulting from this IFB must meet or exceed the following

- Current guidelines and standardized test methods as adopted by the Standardized Test Methods Committee (STMS). A list of certified STMC companies can be found at the International Imaging Technology Council (ITC) website.
- Manufacturer’s OEM specifications as to yield, density, and package integrity. Yield shall be determined by use of a standard pattern that features 5% coverage (Reference ASTM F 1856, Practice to Determining Toner Usage for Printer Cartridges).
- All current and applicable industry standards for quality and performance.

Upon request, the Contractor shall provide written certification that its manufacturing process meets for exceeds the current standards adopted by the American Society of Testing and Materials (ASTM). Each cartridge shall be provided with installation and maintenance instructions. In addition, each cartridge and the outside carton shall be clearly marked with the Contractor’s name, date of remanufacturing, and the country of origin.

Cartridge Performance

All products must be capable of performing at an effectiveness level in accordance with manufacturer's specifications and advertised data sheets.

Toner and Ink cartridge yields shall follow the standards as outlined in the ISO/IEC 24711, ISO/IEC 19752 and ISO/IEC 19798. Where the Department and/or the Contractor becomes aware of page yields that are consistently below OEM standards, the Contractor must propose an acceptable alternative product. All alternate products must have the same specifications and be of equal or greater quality than the replaced product.

Defect Free

Bidder shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, for a period of at least one (1) year from the date of purchase.

Defective Cartridges

All communications from MCPS, Division of Procurement concerning defective cartridges must be responded to by Contractor and a plan of action determined within twenty-four (24) business hours of reporting defective cartridge to Contractor.

Where MCPS and the Contractor become aware of a consistently defective cartridge, the Contractor must propose an acceptable alternative product. All alternative products must have the same specifications and be of equal or greater quality than the replaced product.

Any toner/ink cartridge found defective shall be replaced free of charge regardless of the amount of toner or ink remaining in the cartridge.

All defective cartridges will be returned to the Contractor at the Contractor's expense. The Contractor shall supply pre-paid mailing labels for the return of defective cartridges.

Replacement cartridges shall be properly marked as replacements and identified with the original purchase order. All replacement cartridges must be delivered within 48 hours and shall be at no cost to MCPS.

If MCPS finds continued uncorrected problems with a specific part number, or if the page yields are consistently below OEM standards or approved manufactured toner/ink industry standards, MCPS may remove the toner/ink cartridge from the contract.

Upon request, Contractor shall furnish documentation identifying the current and expected failure rate of any product sold under the Contract. If the toner defect rate, for all cartridges utilized within a six-month period exceeds three percent (3%), MCPS reserves the right to cancel the contract.

Printer Warranty

Bidder shall warrant that the use of remanufactured cartridges shall not void any manufacturer's warranty on the equipment for which it is used.

E. Performance and Support Requirements

Contractor must maintain a fill rate of at least 98% on all orders.

Contractor must meet with MCPS representative as requested to discuss issues related to quality and performance.

Product Warranty

The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, for a period of at least one (1) year from the date of purchase.

Upon request the Contractor must provide all warranty information to MCPS.

Any product or part that proves to be defective or fails within the warranty provided must be repaired and/or replaced, without charge (including freight both ways) by the Contractor.

All replacement products must be sold at or lower than the price of the product being replaced

Response Time

The Dedicated Account Manager and any other Contractor staff shall respond to all communications within twenty-four (24) hours of contact during normal business hours. If the issue will take more than 24 hours to resolve, the Contractor must communicate an anticipated timeline for resolution.

A Customer Service call center must be available to accept and handle calls and/or emails between normal business hours (7:00 AM to 5:00 PM EST), Monday - Friday.

G. Orders, Shipping, and Delivery

Order Receipts

The Contractor must provide MCPS with an electronic receipt for each order. The data elements which must appear on the receipt, at a minimum, include:

- MCPS Purchase Order Number (ORD#)
- Contractor Order Number (if applicable)

Shipping Label

All shipments must have a shipping label affixed to each package. Shipping label must include, at a minimum, the following information:

- MCPS Purchase Order Number (ORD#)
- Delivery Address
- Department and Floor (where applicable)
- Room Number (where applicable)

Packaging

Toner cartridge packaging shall be

- In accordance with the standard, commercially acceptable methods such as guidelines determined by the International Safe Transit Association (ISTA).
- Packaged in an anti-static, moisture-proof bag and either heat sealed for zip-locked.
- Placed in a protective cradle prior to being packaged in an external carton/box to protect the cartridge from damage during shipping.
- Be constructed to permit users to re-package used/empty cartridges for return to the Contractor.
- Installation and Maintenance instruction sheet shall be included in each package.
- All packaging and packing lists must include the manufacturer's name, country of origin, date of manufacture, and a use-by date for shelf-life and inventory purposes.

H. Backordered, Discontinued, Lost or Misdelayed Items, Returns

Backorders

Contractor must notify MCPS of backordered products promptly.

If backordered products cannot be delivered within five (5) business days of the originally scheduled delivery date, MCPS has the option to cancel the backordered item with no charges.

Backorders cannot be cancelled without advance approval of the ordering MCPS.

The Contractor will be responsible for offering acceptable alternative products to MCPS. It will be at the discretion of MCPS whether or not the suggested alternative product will be accepted.

Discontinued Items

The Contractor must communicate the discontinuation of any product(s) to the MCPS Division of Procurement in writing within five (5) business days of learning of its discontinuation. The Contractor will also work with MCPS to identify and implement alternate options that will maintain or reduce the costs associated with the replacement. Upon request, the Contractor must provide a report of all discontinued products and their applicable replacements.

Lost or Mis-Delivered Packages

MCPS shall not be liable for lost or miss-delivered packages resulting from Contractor error, subcontractor error or errors due to technology.

If MCPS determines that a package is lost or has been mis-delivered (based upon the packing list, bill of lading, or other receiving document) MCPS will notify the Contractor. Contractor shall, at the request of MCPS, replace (at no additional cost) or credit the authorized user within three (3) business days of request.

If the Contractor is able to provide acceptable (i.e., signature of end-user, at the correct delivery address, authorized delivery instructions for mis-delivered packages) Proof of Delivery (POD) for the lost or mis-delivered package, they shall notify MCPS within 24 hours and provide documentation. Upon receipt of documentation, MCPS shall accept responsibility and charges for said shipment.

If MCPS determines that a package has not been received or was mis-labeled, goods shall be replaced or credited to MCPS.

Return Policy

The Contractor shall provide a full credit to MCPS for all returns and products that are in their original packaging and in sellable conditions. No restocking fees shall be charged to MCPS. MCPS reserve the right to return products for failure of performance at any time.

Reasons may include, but are not limited to:

- defective product
- damaged product
- shipped in error by Contractor
- duplicate shipment

End Users shall follow the Contractor's return process.

All shipments returned shall be returned at the Contractor's Expense.

New Items

The Contractor may offer new products in their product offering at any time, however any new product must follow the scope of the contract and must take into consideration any special restrictions. MCPS reserves the right to restrict the products being offered as part of the contract.

To be considered a reasonably similar substitution, a product must meet or exceed the specifications and quality of the original item, and the Contractor shall set the new item's pricing at or below the original item's unit price. The new or replacement item shall retain a reasonably similar fill-rate as the original product. If the Contractor feels he has a reasonably similar substitution to offer, he may offer it then or at any time thereafter. However, no substitutions will be allowed without express consent of MCPS. MCPS is not obligated to accept any substitution offered by the Contractor, and is the sole judge as to the reasonability of the substitution.

I. Special Conditions of Bid

Recycling of "Spent" Cartridges

Bidder shall provide information on available recycling programs, if any, which would provide, at no cost to MCPS, a program/method for the collecting and recycling of "spent" OEM and Remanufactured toner and ink cartridges.

Random Product Sampling

If requested, at any time during the term of the Contract, Contractor shall submit a sample(s) at no cost to MCPS in order to verify product compliance with the Contract Specifications.

MCPS will be sole judge of sample compliance with the Bid Specifications.

The Contractor may request the return of samples at its own expense.

Non-Compliance to specifications could result in Contract termination.