

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

Invitation for Bid #7166.4, Magazine/ Periodical Subscriptions

GENERAL CONDITIONS AND SPECIFICATIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of subscriptions through a magazine service organization. The awarded vendor(s) must have all personnel, facilities, equipment, supplies, software and appropriate hardware interfaces for the required services provided under this solicitation. Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful vendor(s). The successful vendor(s) are expected to perform the services and shall not enter into any other agreement with any other party for providing the items and/or services required under this contract. Any bidder who deviates from this requirement shall be considered in default.

Deliveries are to be made to various Montgomery County Public Schools (MCPS) and offices located within Montgomery County, Maryland, which consists of 208 schools, and approximately 100 office locations.

All titles listed on the item specifications have been approved by the MCPS Evaluation and Selection office. Under no circumstances shall a substitute magazine be sent to a school if a current title is discontinued during the subscription period without the written approval by the director of the Department of Materials Management.

B. Delivery

Schools and offices must place their requests for magazine subscriptions for the new school year through the MCPS Financial Management ordering system. The requests are reviewed and approved into purchase orders. The approved orders are then transmitted to the awarded vendor(s). The bulk of the orders are sent to the vendor over the summer. Vendor(s) shall start processing the orders as they are received to ensure a delivery date for the new school year. However, invoicing shall not be sent for payment prior to July 1. Delivery shall start no later than September 1, for orders placed over the summer.

Vendor(s) shall only deliver titles that are listed under this bid and that have been awarded. Titles that have not been approved shall not be supplied to schools and/or offices without prior written approval by the director of the Department of Materials Management.

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 successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the MCPS Board of Education 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.

The successful vendor shall provide the discounted price (the price after applying the discount to the list price) for any new titles. The Media Processing Buyer will contact the awarded vendor to request the new title and net discounted pricing information. Any requests for new titles or pricing information from someone other than the Media Processing Buyer **shall be redirected** by the awarded vendor(s) to the Procurement Unit.

D. Contract Term

The initial term of this 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 four (3) 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 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.

E. Award Criteria

1. Completeness of Response
2. Discount offered and Delivered Net Price
3. Total number of Titles Available (titles requested and additional titles available)
4. References
5. Conformance to Specifications
6. Ability to Perform, to include current technology for subscription management and invoicing
7. Past Performance
8. Financial Statement

F. Renewal Notifications

The successful bidder(s) or the publishers they represent shall not send renewal notifications to schools or offices. MCPS shall only be responsible for renewal subscription payments that have been ordered and approved under a valid purchase order issued and signed by the director of the Department of Materials Management. In addition, orders may be placed using the school issued purchasing cards.

G. Provision for Price Adjustment

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 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 year 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. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions 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.

If there are any deviations to the Item specifications, indicate changes to the item description, frequency of issues, unit of measure, etc. under the column "Deviations if Applicable" on the Items Specifications sheet on the corresponding line item. The absence of any notations indicated on the Item Specification sheet shall indicate that the bidder has taken no exception and shall be held responsible for supplying the item as described.

I. Quotations

No bidder will be allowed to offer more than one (1) price on each item. If said bidder should submit more than one (1) price on any item, all prices for that item will be rejected. This does not include any tier pricing offered. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item shall be considered informal. If there is any discrepancy between the unit cost and the total cost, the unit cost shall prevail.

Pricing prompt payment discounts have been administratively difficult to handle, therefore, prompt payment discounts shall not be offered by bidders since they shall not be considered in evaluating the low bid.

The item specification sheet contains a listing of the current approved MCPS titles and the frequency of issues for each title that MCPS has purchased in the past. Please note the highlighted area at the beginning of the attached item specification sheet and enter the required information. Bidders shall provide the **percentage discount being offered for all titles**, the **grand total net discounted price** for all items bid, the **total number of titles bid** and the **total number of additional titles** available in the spaces provided in the highlighted area.

Bidders shall provide the **net discounted price** that includes delivery, and the supplier's ID number, if applicable in the spaces provided for each title under the columns Net Discounted Price and Supplier ID No. If a title has been discontinued, only available by ordering direct, change in frequency of issue, etc. bidders shall note any changes in the area provided in the "Deviations if Applicable" column on the Item Specification next to the applicable title. Magazine prices offered shall be the same for the various MCPS locations, including the Professional Library. Prices quoted shall be the **net** price after the discount offered MCPS has been applied and shall include delivery to the individual MCPS locations. If tier pricing can be offered, please indicate the tier structure and applicable pricing in the "Tier Pricing, if applicable" column of the item specification on the corresponding line item(s). **However, enter the net discounted price that includes delivery for one copy in the Net Discounted Price column as well.**

J. Status Reports /Title Changes

Status reports are required as listed below. MCPS will consider receiving these reports via e-mail or other electronic means as described by the respondent in the proposal submission. If title(s) experience some form of status change or interrupted service, the successful vendor shall notify the Media Processing Buyer in the Procurement Unit. Substitutions shall not be delivered prior to a contract amendment issued and signed by the director of the Department of Materials Management. If requested, the successful vendor shall provide a sample for approval by the MCPS Evaluation and Selection office. If MCPS approves the substitution, a contract amendment will be issued. Shipment of proposed replacement to the school or office shall not be made until a contract amendment has been received authorizing the requested change.

Examples follow:

- a. Title changes, with no significant change in content
- b. Titles, which can no longer be ordered from the agency, but must now be ordered direct from the publisher.
- c. Temporarily suspended or discontinued publications
- d. Non-start" publications – indicating reason and expected length of delay

- e. Titles of magazines that start on a calendar year basis
- f. Change in the publication frequency

K. Invoices

Vendor(s) shall not submit invoices prior to July 1 for purchase orders submitted during the month of June. Each purchase order shall be invoiced individually. Invoices received with multiple purchase order numbers listed, **shall not** be accepted for payment. The Unit of Measure invoiced **must match** the Unit of Measure on the purchase order. The successful vendor shall send invoices to Montgomery County Public Schools, Division of Controller, 45 W Gude Drive, Suite 3200, Rockville, MD 20850 with the information shown below:

- a. Name of school, **deliver to person**, and purchase order number
- b. Titles of magazines ordered
- c. Number of copies of each magazine ordered
- d. Unit net price of each magazine
- e. Total price for each magazine (quantity multiplied by price)
- f. Grand total price

L. Performance

The awarded vendor(s) are responsible for providing all services in the Procure to pay cycle for magazine subscription services. This shall include, but not be limited to delivery, troubleshooting various issues that may arise, requesting back issues from publishers and/or issuing credit memos, submitting invoices for each order and resolving price/payment discrepancies, and all other customer service issues that may arise.

M. Customer References

Bidders are required to provide three (3) current references, preferably K-12 customers, for which a contract for similar size and products have been provided. The references shall have company name, contact person, address and phone number. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

Contact	Phone	Contract
Company Name & Address	Number	Number

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

N. Errata/Addendum

Changes and addenda may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website at <http://www.montgomeryschoolsmd.org/departments/procurement> under "Event Calendar" or contact 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.

O. Vendor Obligation

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 § 5-561 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.

P. 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.

Q. 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.

R. Inquiries

All inquiries concerning this bid must be submitted in writing to Tina Marie Booth, Buyer II, Montgomery County Public Schools, Procurement Unit, 45 W Gude Drive Suite 3100, Rockville, Maryland 20850, via fax at 301-279-3173, or email to [Tinamarie M booth@mcpsmd.org](mailto:Tinamarie_M_booth@mcpsmd.org). All inquiries must be received four (4) business days prior to the bid due date in order 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 quotation 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/>