

HAGERSTOWN COMMUNITY COLLEGE
ITB – HCC20-005
Misc Office & Printing Paper



Hagerstown Community College is soliciting bids for the purchase of Miscellaneous Office & Printing Paper. Purchases will be made on an “as requested” basis during the awarded period. Initial award is for the fiscal year 2021 (July 1, 2020 – June 30, 2021), with the option to renew for two additional years. Pricing requested is for the most commonly purchased items as listed on the attached quotation schedule and additional Miscellaneous Office and Printing Paper not listed on the quotation schedule to be purchased on an "as requested" basis during the awarded period. The quantities listed on the quotation schedules are an estimated annual usage of the most commonly purchased paper. The College makes no guarantee as to the amount to be purchased during the awarded period. The College will not agree to any minimum purchase amounts nor package/case purchases other than the units of measure listed on the quotation schedule.

Submit Sealed Competitive Proposals to:

Hagerstown Community College
Ms. Lita Orner
Director, Business & Procurement Services
Career Programs Building, Room 138
11400 Robinwood Drive
Hagerstown, MD 21742-6514

Date for Receipt of Proposals: Friday, June 12, 2020

No Later Than 1:00 PM

The Board of Trustees of Hagerstown Community College reserves the right to reject any and all Proposals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College’s best interest. Final award of contract is subject to the availability of funding for this project.

Hagerstown Community College is an Equal Opportunity/Affirmative Action/Title IX/ADA/Title 504 Compliant Institution. Minority, small and woman-owned businesses are encouraged to submit proposals for this project.

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Anticipated Schedule:

Date	Activity
05/12/2020	Advertised on eMaryland Marketplace and documents posted to HCC website.
05/26/2020	Questions pertaining to the bid must be received no later than 1:00 P.M.
06/03/2020	On or before this date final Addendum (if any) will be posted with responses to questions.
06/12/2020	Closing date for acceptance of bids. All bids must be received by 1:00 PM for consideration. If delivering in person, the Mail Center will have limited open access, please see details on page 11 .
06/26/2020	Estimated Date of Award
07/01/2020	First order will occur on <i>or after</i> this date

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

1.0 CONTACT POINT

1.1 All contacts with Hagerstown Community College regarding this Request for Proposal (ITB) must be made through:

Ms. Lita Orner
Director, Business & Procurement Services
Career Programs Building, Room 138
Hagerstown Community College:
11400 Robinwood Drive
Hagerstown, MD 21742-6514
240-500-2264
bids@hagerstowncc.edu

1.2 Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the ITB, including but not limited to, obtaining or providing information unless specifically noted in the Scope of the Project. **Firms failing to comply with this requirement may be disqualified.**

2.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

- 2.1 Firms must carefully examine the Invitation to Bid (ITB). Should any firm find discrepancies or omissions in this ITB or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries and/or requests for clarification of the documents, specifications or the process as a whole to HCC ITB Agent in writing at bids@hagerstowncc.edu by deadline specified on page 2 of this ITB.
- 2.2 Response(s) to clarify this ITB will be formalized in an addendum. All addendum(s) will be posted to: <http://www.hagerstowncc.edu/ITB-HCC20-005>. ***It is the bidder's responsibility to acquire all addendum(s). Failure to do so could make their final submission non-compliant.***
- 2.3 The College reserves the right to waive any and all proposal technicalities, formalities or informalities at any time prior to or after the date of receipt of Proposals as it deems appropriate and in the College's best interest.

3.0 CHANGES TO THE REQUEST FOR PROPOSAL SPECIFICATIONS

- 3.1 The College reserves the right to change the contents of this ITB, where necessary for the proper fulfillment of the intentions of this ITB. Changes will be made in the form of written addendum and posted as stated above in section 2.2. Verbal changes to the ITB are not valid unless confirmed by written addendum.

4.0 PROPOSAL FORMS

- 4.1 Firms are hereby advised that failure to use or fully complete the College's Proposal Forms as defined herein for the submission of Proposals may result in a Proposal being determined to be technically non-responsive.

5.0 LATE PROPOSALS

- 5.1 It is the firm's responsibility to ensure that their proposal response is received within the Business & Procurement Services office, Career Programs Building, Room 138, Hagerstown Community College, 11400 Robinwood Drive, Hagerstown, MD 21742-6514, no later than the date and time specified on page one of this Proposal. Proposals may be submitted at any time prior to this date and time. Late Proposals will not be considered and will be returned to firms unopened.

6.0 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS

- 6.1 **During COVID-19 the campus is closed to students, however the Procurement Office is open from 11:00 to 1:00 for pickups and drop offs every Friday.** In the

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event that the College is closed as a result of inclement weather or unusual circumstances, updates will be posted at <http://www.hagerstowncc.edu/ITB-HCC20-005> regarding bid delivery instructions.

7.0 ERRORS IN PROPOSALS

- 7.1 Firms are responsible for the accuracy of their Proposals. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by the Director of Business Services and Procurement before the latest time specified for the receipt of Proposals. All proposals are considered final after the date and time designated for receipt of Proposals. Proposals may not be withdrawn, modified or canceled for a period of 90 days after the date and time designated for receipt of Proposals.
- 7.2 Withdrawal of a Proposal after the deadline for receipt of Proposals will not be permitted, except as follows: in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing firm has made a bona fide error in the preparation of the Proposal and such error will result in substantial loss to the firm, in this instance, an exception may be made by the College.
- 7.3 Negligence on the part of the firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the Proposal after the deadline for receipt of Proposals.
- 7.4 Firms are responsible for the accuracy of their proposed prices. If the bid document requires both a written and rendered figure, the written figure will be judged as predominant should an error be made.
- 7.5 The College reserves the right to contact any and all firms to verify information included in their Proposal and to clarify any questions regarding the information submitted in the Proposal, in order to ascertain whether the Proposal received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the Proposals as are deemed appropriate, necessary and in the College's best interest.

8.0 SUBMISSION OF PROPOSALS

- 8.1 Oral, telephonic, faxed or e-mailed Proposals are invalid and will not be given consideration.
- 8.2 One original copy shall be submitted and must include all required information and appropriate signatures. In addition a scanned copy must be provided on a flash drive.
- 8.3 All costs incurred by the responding firms associated with the preparation, submission, presentation of Proposals and attendance at meetings, including, but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the

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respondent(s) and will not under any circumstances be reimbursed by the College.

9.0 CRITERIA FOR EVALUATION OF PROPOSALS

9.1 The College will specifically evaluate proposals to determine the most responsive, responsible firm, as determined by the following criteria:

Price

Quality of Product

Service & Ability to Meet Criteria and Deadlines

References

Date of Delivery Guarantee

Able to deliver with company owned trucks, no 3rd party deliveries permitted.

Financial Ability to Perform the Contract

10.0 EVALUATION OF PROPOSALS

- 10.1 A College Selection Committee will utilize information submitted to evaluate Proposals. Each submission will be reviewed for responsiveness.
- 10.2 The College may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein.
- 10.3 Qualified proposals shall be evaluated in accordance with the specifications and evaluation criteria contained herein by the Selection Committee.
- 10.4 The Selection Committee shall review and score each proposal using the criteria for evaluation of proposals in paragraph 9.1 and present the results to the Director of Procurement.
- 10.5 Award shall be recommended for the firm which is judged to be best qualified and provide the best value to render the services. A secondary and tertiary vendor will also be selected should the primary vendor not have product available.
- 10.6 The College reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish the College all such information and data necessary for the College to determine if the Proposal is responsible and responsive to the College's requirements as stated herein.
- 10.7 The College reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores. If short listing occurs, best and final offers shall be solicited from not less than three of the highest evaluated scores.
- 10.8 The College reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.

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- 10.9 Financial statements may be requested during the review process to evaluate vendor's financial stability.

11.0 AWARD OR REJECTION OF PROPOSAL

- 11.1 The contract will be awarded to the firm complying with all the provisions of this ITB and the stated criteria, subject to the availability of funding and provided it is in the best interest of Hagerstown Community College to award the contract.
- 11.2 Hagerstown Community College reserves the right to reject any and all proposals, at any time, whenever such is in the best interest of the College. A firm's Proposal may be rejected for one or more of, but not limited to, the following reasons:
- 11.2.1 Failure of the firm(s) to submit a timely Proposal;
 - 11.2.2 Failure of the firm(s) to provide the required information;
 - 11.2.3 Failure of the firm(s) to respond to the request for clarification, presentation, or demonstration;
 - 11.2.4 Failure of the firm to follow the prescribed ITB preparation, submission and response format instructions;
 - 11.2.5 Collusion among or between firms;
 - 11.2.6 Unbalanced Proposals; that is, Proposals in which the prices quoted for some work is out of proportion to those quoted for other work;
 - 11.2.7 Lack of responsibility on the part of the firm;
 - 11.2.8 Financially unstable firm;
 - 11.2.9 Failure of the firm to successfully negotiate a contract;
 - 11.2.10 Submission of a Proposal that does not meet the College's requirements as outlined herein.
- 11.3 The College reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy the College that such firm is qualified to carry out the obligations of the contract herein.
- 11.4 **Conditional Proposals will not be accepted.**
- 11.5 Awards will be made in the best interest of the College to the three highest ranked responsible, responsive bidders, on a primary, secondary and tertiary basis, who can meet the terms, conditions, and specifications of this solicitation. Multi-tiered award sets the priority sequence for use of multiple vendors, should the first vendor not have the product at time of order. Multiple purchase orders may be awarded for the same line item(s) from a single solicitation to primary, secondary and tertiary vendors. All or any awards will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Hagerstown Community College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award.

12.0 GOVERNING LAW / CODES

12.1 Any contract negotiated as a result of this ITB will be governed by the laws of the State of Maryland. The successful firm shall at all times observe and comply with Federal, State of Maryland and local laws, ordinances, orders, codes and regulations and the articles and provisions of the Building Code(s) existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the firm's ability to perform contractual requirements.

13.0 HAGERSTOWN COMMUNITY COLLEGE RESERVED RIGHTS

13.1 Hagerstown Community College reserves the right to modify or waive minor irregularities and technical defects in the firm's Proposal if deemed to be in the best interest of the College.

14.0 TERMINATION FOR THE CONVENIENCE OF THE COLLEGE

14.1 The performance of the work or services from this Request for Proposal may be terminated, in whole or in part, whenever the President of the College deems that termination is in the best interest of the College. In such event, the College shall be liable only for payment in accordance with the payment provisions of this Contract for work or services performed or furnished prior to the effective date of termination, plus reasonable costs of termination, if any, which costs shall be specifically approved by the College in writing. The Offerer shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivering to the Offerer a written notice of termination upon which date the termination becomes effective.

15.0 TERMINATION FOR DEFAULT

15.1 The performance of the work or services from this Request for Proposal may be terminated by the College, in whole or in part, from time to time, effective upon receipt of notice, whenever the Offerer shall default in the performance of this Contract and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure such default within ten (10) calendar days period after receipt of written notification from the College specifying the default. Should the Contract be terminated by the College for failure to perform on the part of the Offerer, no additional compensation shall be paid.

16.0 DELAY

- 16.1 In the event the performance of work or services from this Request Proposal are delayed by causes beyond the control of and without the fault or negligence of the Offerer, the College shall have the option to:
 - a. Terminate the Contract, or
 - b. Allow the President of the College or his designee to extend the time of the performance.
- 16.2 No financial compensation will be awarded for the time extension.
- 16.3 Any changes made to this Request for Proposal as a result of time delay shall be in writing. In the event that the time for performance on this Contract is extended beyond the term provided for, all the other terms and conditions shall remain in full force and effect.

17.0 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT

- 17.1 The Proposal, addenda and submittals required as a part of the Proposal evaluation process, will become an integral part of the final contract.
- 17.2 The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's ITB, the firm's Proposal, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful firm.

18.0 CONTRACT TYPE AND PAYMENT SCHEDULES

- 18.1 Precise payment date(s) will be finalized during contract negotiations. Our standard terms are Net 30.
- 18.2 The College will issue a blanket purchase order to cover expenditures.

19.0 PROPOSED MULTI-AGENCY PARTICIPATION

- 19.1 Hagerstown Community College reserves the right to extend the terms and conditions of this solicitation to any and all federal, state, municipal, county, or local governmental agency within the state of Maryland. This shall include but not 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 require these goods, commodities and/or services.
- 19.2 This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting

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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.

- 19.3 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.
- 19.2 Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased.
- 19.3 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. HCC does not assume any responsibility other than to obtain pricing for the specifications provided.

20.0 REQUIREMENTS:

Bidders failing to comply with any of the following requirements will be considered non-responsive and will not be considered for the evaluation and award process:

- 20.1 The quotation schedule on Attachment #1 contains all product specifications. Bidders are required to provide firm pricing for the items listed on the quotation schedule along with manufacturer and stock ordering numbers.
- 20.2 Bidders must quote all items listed on the quotation schedule. Failure to bid 100% may be considered grounds for exclusion from consideration and evaluation.
- 20.3 Bidders must quote a single percentage off manufacturer's suggested retail price for Miscellaneous Office & Printing Paper not listed on the quotation schedule (Attachment #1). This detail should be listed below the chart of paper provided.
- 20.4 No minimum order requirements will be accepted by the College.
- 20.5 Delivery must be made using company truck, no 3 party carriers.
- 20.6 All deliveries must be made within two (2) business day for all contracted items following the day an order is placed. If Bidder feels they can deliver earlier than this, please specify. Your commitment to delivery should be listed on Form #5. Speed of delivery is considered in evaluation of proposals.
- 20.7 The awarded bidder(s) will ship no substitutions or replacements without College concurrence.
- 20.8 The College will determine if the proposed substitute product meets all specifications. If product does not meet specification standards, it will be returned for credit and/or upgrade at no cost to the College.
- 20.9 Bid package must be complete. Bidders must supply a cover letter with brief details on your company and what sets you apart from the competition, along with completed Forms #1, 2, 3, 4 and 5 and Attachment #1 for full consideration.

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- 20.10 Bidders must provide a primary sales assistance representative and that person's supervisor along with the noted contact information in the spaces provided on Attachment #1.
- 20.11 The awarded bidder(s) shall keep adequate supply of "in stock" items to fill orders in the time period specified.
- 20.12 Deliveries to the college are anticipated as follows:
White paper will be ordered throughout the year based on 40 cartons to the pallet. Colored paper is ordered by the carton as needed.
- 20.13 All deliveries are inside delivery to one set location (Receiving area to the rear of the Career Programs Building on the HCC Campus, location - Lot F.) There is no loading dock. Prices must reflect *delivered* price.
- 20.14 Prices quoted must be guaranteed and remain firm for the first six months of the fiscal year 2021, which begins July 1, 2020 and runs through June 30, 2021 **Prices quoted shall include inside delivery costs and charges.** Quantities listed on Attachment #1 Quotation Schedule are an estimated annual usage of the most commonly purchased paper. The College makes no guarantee as to the amount to be purchased during the awarded period. The College will not agree to any minimum purchase amounts nor package/case purchases other than the units of measure listed on the quotation schedule.
- 20.15 In this bid, a case count (the amount of paper in each container) is defined as:
Case = One cardboard box
- a. 8.5" X 11" One case contains 10 reams or 5,000 sheets of paper
 - b. 8.5" X 14" One case contains 10 reams or 5,000 sheets of paper
 - c. 11" X 17" One case contains 5 reams or 2,500 sheets of paper
- 20.16 Price increases from the manufacturer to the successful vendor may be passed on during the life of this bid only when the following conditions are met:
- 20.16.1 Price increases are permitted in 6 month intervals.
 - 20.16.2 Vendor must submit notification to the Procurement & Contracts Division of price increase along with a new updated vendor's price list;
 - 20.16.3 Proof of price increase from the manufacturer shall be provided to the Procurement & Contracts Division prior to any increase being approved;
 - 20.16.4 And, price increase(s) shall commence seven (7) days after the approval and acceptance from the purchasing agent. Acceptance of the price increase shall be in writing signed by the Purchasing Agent. No price change related to cost other than raw material costs will be considered as a basis for price adjustment consideration.
- Failure to comply with above requirements shall deem the bid prices to be in effect for the entire awarded period.

FORMAT AND OUTLINE FOR PROPOSALS

All Proposals are expected to be prepared in accordance with the format listed below. Provide one original signed document and a scanned copy on a flash drive.

Packages must be clearly identified with the statement “ITB – HCC20-005 Misc Office & Printing Paper”. This is critical so package remains sealed until time of bid opening. Unmarked packages will be deemed non-compliant and may be cause for rejection.

Proposals should be mailed or delivered in person within the time frame and to the location as specified on page one of this document.

NOTE: Due to COVID-19 the Mail Center is receiving UPS or FedEx Ground packages on a regular basis, but in person deliveries are restricted to Fridays from 11:00 – 1:00, with access off parking lot F, in room CPB 138. If making a delivery in person, you must wear a face mask and practice appropriate social distancing. If you see someone at the counter when making a drop-off, please wait for them to depart the office first, so we may maintain proper social distancing.

Your Proposal should address each section as outlined below in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.

Federal excise or state taxes should not be included in bids. Exemption certificate will be provided to vendors that wins the bid, with issue of Purchase Order.

Proposal shall be submitted on 8 ½” x 11” papers only.

ITB SUBMITTAL INFORMATION

SECTION 1.0 – FIRM OVERVIEW

- 1.1 Cover Letter - At a minimum, the cover letter shall be on company letterhead and shall include the name and working address of the firm submitting a Proposal, the name, telephone number and email address of the primary company representative to be contacted with reference to the Proposal, and the date of submission. In addition, the page should contain the following statement: “ITB – HCC20-005 Misc. Office and Printing Paper”. Any justification or explanatory materials relevant to the Proposal shall be set forth in this letter.

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The letter shall be concise and need not repeat any of the detailed information set forth in the Proposal.

- 1.2 Please relate how many years the firm has been in business, including the management structure and brief history of firm. Additionally, please note your firm's capabilities and features, which distinguish you from your competitors.
- 1.3 Please include the same overview information for any firm that may be "partnering" with your firm, in joint response to this solicitation.
- 1.4 Immediately following the cover letter would be the submission of Proposal Form 1 (attached), entitled 'Project Proposal' in accordance with the bid specifications.

SECTION 2.0 – EXPERTISE DOCUMENTATION

- 2.1 Please furnish, for both your firm and any partner firms, documentation of the following:
 - Number and description of similar projects completed by your firm in the past three (3) years
 - Evidence of accomplishing high quality projects with challenging schedules
 - Provide no less than three (3) references including business name, address, contact, phone number and fax number. See Proposal Form 2.

SECTION 3.0 – CONFLICT OF INTEREST STATEMENT

- 3.1 In compliance with the State Public Ethics and Conflict of Interest Law, Annotated Code of Maryland, Section 15-101, etc. acquisitions from a business in which the trustee or employee has an interest are prohibited. Interest is deemed present if the trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest and the trustee or employee knows of the interest. See Proposal Form 3.

SECTION 4.0 – ETHICS STATEMENT

- 4.1 In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Section 15-101, etc. it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of contract.

A copy of the Ethics Statement is attached as Proposal Form 4; this form must be completed and included in all proposals.

SECTION 5.0 – AGREEMENT TO BID

- 5.1 This will be the next to last page of your proposal and is requires several areas of agreement and your delivery schedule and warehousing information.

SECTION 6.0 – COST PROPOSAL

- 6.1 Please provide a cost proposal for the total project utilizing the Bid Response Form, Attachment #1. Please include additional pricing as requested on this form. Though the award is intended to be based upon multiple criteria, the prices will be weighted into the final decision. Note Attachment #1 should be printed landscape, be confined to one page and appear as the last page of your bid document.

STATEMENT OF COLLEGE REQUIREMENTS

General Provisions

- 1.0 Nondiscrimination Clause: The successful firm agrees (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

If the successful firm or its consultant(s) willfully fails to comply with the nondiscrimination provision, the College may, where the contract is still executory in part, compel continued performance of the contract, but it shall be liable only for the reasonable value of services performed and materials supplied from the date that the Breach of Contract was discovered or should have been discovered, and any sums previously paid by the College under the contract shall be set off against sums to become due as the contract is performed.

- 2.0 Should there be any conflict between these specifications and the final contract document, the specifications contained herein shall take precedence.
- 3.0 The original Proposal must be signed in ink by the firm's authorized representative, with the signature in full. When the corporation is submitting a Proposal, the person signing shall state under the laws of what State the Corporation was chartered and the names and titles of the Officers having the authority under the by-laws to sign contracts. Post

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Office address, County and State must be given after the signature. Failure to sign the Proposal Form may render the Proposal to be non-responsive.

- 4.0 No employee of the College whose duties as such employee includes matters relating to or affecting the subject matter of this contract, shall, during the term of this contract and while so employed, become or be an employee of the firm or any entity that is a subcontractor on this contract.
- 5.0 By submitting a response to this solicitation, the firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

Special Provisions

- 1.0 Notice to Proceed
 - 1.1 After the contract has been executed and all required documents received, the College will issue to the firm a “Notice to Proceed”. The specified contract time shall begin on the date of the “Notice to Proceed”. The Notice to Proceed may be in the form of a College purchase order.
- 2.0 Time Frame
 - 2.1 The successful firm is expected to immediately begin the representation of HCC for the services expressed in this ITB starting with the new fiscal year. Refer to Page 2 for tentative time frame.
- 3.0 Warranty and Guarantee
 - 3.1 In general, the successful firm(s) awarded the contract, shall be responsible for the accuracy or validity of information provided to the College either directly from the firm or as obtained from others.
- 4.0 Renewal Periods
 - 4.1 The College allows for the renewal of this contract for two additional years at its full discretion. Renewal will be considered if no change in the terms, service has been satisfactory and the awarded vendor is in agreement with the extension.

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PROPOSAL FORM 1 – PROJECT PROPOSAL

To Whom It May Concern:

I/We _____

of _____

The undersigned, examined the ITB prepared by Hagerstown Community College, do hereby offer to furnish Misc. Office and Printing Paper in accordance with ITB HCC20-005, including addenda issued prior to date of receipt of Proposals which is/are acknowledged via signature below.

A. SUBMITTAL OF PROPOSAL

By submitting a Proposal, the undersigned also hereby agrees that from its review of the ITB and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Proposal. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

B. ACCEPTANCE OF PROPOSALS

The undersigned agrees that this Proposal may be held by the College for a period not to exceed 90 days from the date stated for opening of Proposals. If written notice of acceptance of this Proposal is mailed, telegraphed or delivered to the undersigned within the time noted above, after the date of the opening of Proposals, or at any time hereafter before this Proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the College in accordance with the Proposal as accepted. It is understood and agreed that the College reserves the right to award the contract in its best interests, to reject any and all Proposals, to waive any informalities in the Proposals, and to hold all Proposals for the period above noted.

C TIME FOR COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to complete the contract work within the time frame indicated on Attachment #1, as set forth by the Vendor.

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D. DECLARATION OF INTEREST

We/I the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the Proposal, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

E. ACKNOWLEDGEMENT OF ADDENDA

We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

SIGNATURE OF FIRM

If submitted by an individual, partnership or non-incorporated organization:

_____ By _____
Firm Name Signature of Firm Representative

_____ _____
Business Address Title of Firm Representative

Names and Addresses of Members of Firm

Dated this _____ day of _____, 2020

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IF SUBMITTED BY A CORPORATION:

_____	By _____
Firm Name	Signature of Individual Representing Corporation
_____	_____
Business Address	Title of Individual Representing Corporation
County _____	State of Corporation _____

Names and Addresses of Officers:

_____	_____
Business Address	President
_____	_____
Business Address	Secretary
_____	_____
Business Address	Treasurer

Dated this _____ day of _____, 2020

Small Business _____ FEIN: _____

Female Owned Business _____ DUNS: _____

Minority Business _____ Approved Minority DOT #: _____

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PROPOSAL FORM 2 – REFERENCES

Hagerstown Community College may contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications described herein.

Include the following information of no less than three (3) clients per ITB requirements. Please note that submission of these three references fulfills Section 2.0 – Expertise Documentation.

Reference #1:

Name of client _____

Scope of Project _____

Address _____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

Number of Years working with this firm: _____

PROPOSAL FORM 2 – REFERENCES (continued)

Reference #2:

Name of client _____

Scope of Project _____

Address _____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

Number of Years working with this firm: _____

PROPOSAL FORM 2 – REFERENCES (continued)

Reference #3:

Name of client _____

Scope of Project _____

Address _____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

Number of Years working with this firm: _____

PROPOSAL FORM 3 – CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also employed by Hagerstown Community College.

Company _____

Authorized Signature _____

Date _____

PROPOSAL FORM 4 – ETHICS STATEMENT

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, Invitation for Proposal or a Request for Proposal for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company _____

Authorized Signature _____

Date _____

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PROPOSAL FORM 5 –Agreement to Bidding Process

I AGREE TO EXTEND THIS CONTRACT TO MULTI-AGENCY PARTICIPATION
[] YES; [] NO.

I AGREE TO SERVE AS A SECONDARY or TERTIARY SUPPLIER IF NOT SELECTED AS THE PRIMARY
SUPPLIER.....[] YES; [] NO.

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: () _____

Fax Number: () _____

E-Mail Address: _____

For items specifically listed on this Invitation to Bid, please indicate the maximum delivery schedule for items ordered: _____ number of days *after* receipt of order. Note, no third party carriers permitted. All deliveries must be made by company owned trucks.

Location of Servicing Warehouse:

Street _____

City _____ **State** _____ **Zip Code** _____

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Attachment #1

See Excel form, which will print in landscape format.