

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: Printing, Mailing, and Delivery Services for the BITS Brochure**  
**RFB NUMBER: 419-009**  
**BID CLOSING DATE AND TIME: JUNE 25, 2019 AT 3:00 PM**



**ADDENDUM #3**  
 Issued: June 17, 2019

**ADDENDUM FOR THE PURPOSE OF :**

- To provide College answers in response to vendor questions.

No.	QUESTION	ANSWER
3-1	Is there any way for us to get a sample of this project that is up for bid?	Yes. A sample can be mailed upon receipt of the request via email to the College contact person specified in the bid documents. Please provide your firm's mailing address and the contact name in your email.
3-2	We are too far away from your location to have a press check. Is that required?	Digital press check is acceptable. In person is not necessary.
3-3	Can we take the mailing to a bulk mail center near our location?	Yes. As long as our indicia is accepted and mailing/postage statements/receipts are supplied to us after mailing.
3-4	How many of the 5,000 BITS brochures are mailed?	Approximately 4,400 at this time.

**All other specifications, terms and conditions remain unchanged.**

\_\_\_\_\_  
**Patrick Johnson, MBA**  
 Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with your bid submission. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed/Typed Signature

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ADDENDUM #2  
Issued: June 14, 2019

ADDENDUM FOR THE PURPOSE OF:

- To extend the RFB opening date and time from June 14, 2019 at 3:00 PM to June 25, 2019 at 3:00 PM.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in blue ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with your bid submission. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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**ADDENDUM #1**  
 Issued: June 3, 2019

**ADDENDUM FOR THE PURPOSE OF:**

1. To provide College answers in response to vendor questions.

QUESTION:	ANSWER:
On Page 8 (2.3 Brochure Specs), you specify the ink colors for the covers. There is no specification for the ink colors for the 36 pages of text.	<b>Correct. Currently the cover is full color and the inside pages are just one (1) color. Text on inside pages are in black ink.</b>

All other specifications, terms and conditions remain unchanged.

\_\_\_\_\_  
**Patrick Johnson, MBA**  
 Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with your bid submission. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed/Typed Signature



Office of Procurement  
9221 Corporate Blvd.  
Rockville, MD 20850

**REQUEST FOR BID**

**RFB NO. 419-009**

**Printing, Mailing and Delivery Services for the BITS Brochure**

All bid responses **MUST BE RECEIVED** in the Procurement Office by **3:00 PM local time on June 14, 2019**.

**Bids will not be accepted via facsimile or electronic mail.**

Prices must remain firm for: **120 days after bid opening date, but prior to contract award.**

**Bid Bond Requirements: NONE**

**Performance, Labor and  
Material Bond requirements: NONE**

**Pre-Bid Conference: NONE**

**Minority vendors are encouraged to respond to this bid solicitation.**

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/proposal will be accepted after the date and time stated above.

A handwritten signature in blue ink, appearing to read 'Patrick Johnson', with a long horizontal flourish extending to the right.

Patrick Johnson, MBA  
Director of Procurement

**NOTE: Prospective Bidders who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**TABLE OF CONTENTS**

<u>SECTION</u>		<u>PAGE NO.</u>
SECTION 1	BID AND CONTRACT INFORMATION	1
SECTION 2	SCOPE OF WORK AND SPECIFICATIONS	8
SECTION 3	MINIMUM REQUIREMENTS	13
SECTION 4	PRICE PROPOSAL	14
ATTACHMENT A:	REFERENCES	15
ATTACHMENT B:	CONTRACTOR INFORMATION FORM	16
ATTACHMENT C:	NO BID RESPONSE	17
ATTACHMENT D:	GENERAL CONDITIONS	18
ATTACHMENT E:	MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	25

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT  
REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE  
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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Bid to provide Montgomery College with a single qualified Contractor capable of providing printing, mailing, and delivery services for the BITS (Business and Information Technology) Brochure, in accordance with the terms, conditions, and specifications listed herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

**1.2 Bid Due Date**

All responses to this Request for Bid (RFB) must be delivered to and received by Montgomery College Procurement Office, 9221 Corporate Blvd, Rockville, Maryland 20850 by **3:00 p.m. on June 14, 2019**, and must be sealed and clearly identified and marked with the bid number, bid title, bid due date/time along with the bidder's name and address. **Facsimile or email transmissions will not be accepted. No responses will be accepted after this date and time.** In the event that the College is closed on the bid opening date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

**1.3 Contact Information**

Request for information related to this solicitation should be directed to **Chiquita Manago Haywood, Purchasing Agent** via e-mail to [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu). The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **June 7, 2019**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

**1.4 Conditions and Instructions**

Bidders shall also refer to, understand, and agree to Attachment E, General Conditions, of this bid. To be considered, all bid responses must be submitted in the manner set forth in the RFB. All bids received shall be the property of the College. The bid must be signed by an individual who has full authority for the bidding company to enter into a binding agreement on behalf of the company. In submitting a response to this RFB, a Bidder will be deemed to have agreed to all terms, conditions and specifications. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFB.

**1.5 Bid Required Submittal List**

- Minimum Requirements (Section 3)
- Price Proposal (Section 4)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Sample brochures (maximum two) from similar jobs must accompany the Bidder's response, will become the property of the College, and will not be returned.
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E; Optional)

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.6 Failure to Submit**

Failure to provide any of the items noted in Section 1.5 may deem a bid response non-responsive.

**1.7 Addenda**

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda. All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

**1.8 Bid Pricing**

All prices quoted shall be FOB Destination. The prices offered on the Price Proposal must include all fees, charges, and costs, including pickup and delivery of all materials, such as proofs, artwork, etc., and transportation costs (shipping, handling, and delivery) incurred in the delivery of this procurement. **The College will not pay any fuel surcharges.** No allowance will be made at a later date for additional costs due to the Bidder's omission. In addition, all Bidders may be required to hold their bid prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or award the contract to the next lowest Bidder. The College is exempt from State of Maryland and federal sales taxes.

**1.9 References**

Bidders must submit three (3) references within the past three years from current or former customers that have purchased similar services. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, mailing address, e-mail address, and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the services mandated in this solicitation. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Bidder's services. If such contact cannot be established with any individual reference after three attempts, the Bidder must provide an additional reference to replace the nonresponsive one.

**1.10 Subcontractors**

The College seeks bids from Bidders performing all requested services and will enter into an agreement only with the selected Bidder. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Bidder or Contractor desires to subcontract part of the services specified herein, the Bidder or Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.11 Bid Evaluation**

Bids submitted in response to this solicitation will be evaluated as follows:

1.11.1 Bidder is **responsible** – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

1.11.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.

1.11.1.2 Bidder is financially stable.

1.11.2 Bidder is **responsive** – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

1.11.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.

1.11.2.2 Bidder has provided all documentation and samples requested in the Scope of Work and Specifications.

**1.12 Bid Rejection**

The College reserves the right to reject any or all offers received as a result of this bid. Offers may be rejected for any of the following reasons if Bidder fails to:

1.12.1 Meet the mandatory specifications and requirements.

1.12.2 Respond in a timely fashion to a request for additional information, data, etc.

1.12.3 Supply appropriate and favorable client references.

1.12.4 Complete the Price Proposal page.

1.12.5 Sign the bid.

1.12.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.12.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

**1.13 Contract Pricing**

The contract resulting from this RFB will be a firm, fixed-price contract. Contract prices are to remain fixed for the first year. If the College elects to renew the contract, requests for price increases thereafter must be submitted in writing, at least 60 days prior to the expiration of the contract term. Price increase requests must be accompanied by supporting documentation sufficient to justify the requested increase (e.g., letters from suppliers regarding price increases in raw materials). The College reserves the right to request additional supporting information.

Price increases cannot exceed the Consumer Price Index (CPI-U) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), Not Seasonally Adjusted, most current year final index (not preliminary).



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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.14 Contract Documents**

Unless otherwise noted, the Request for Bid documents, the Bidder's response, and the College purchase order form the contract. The College reserves the right to reject the contract of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next responsible, responsive Bidder offering the lowest price.

**1.15 Contract Award**

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the **lowest total annual price** that can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College. The contract resulting from this solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**1.16 Contract Term**

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be from July 1, 2019 through June 30, 2020. At the sole option of the College, the contract may be renewed four (4) times on an annual basis, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. Contractor's satisfactory performance does not guarantee contract renewal. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College and pricing may be negotiated and the contract amended accordingly.

**1.17 Contract Billing**

Subject to the satisfactory performance of the contract and its acceptance by the College, Contractor will invoice the College for all appropriate charges on a monthly basis, in accordance with the prices offered on the Price Proposal page of this bid, and the College will pay the Contractor Net 30. Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing will be returned or will not be paid.

1.17.1 The College purchase order number (which will change annually upon contract renewal, if any) and contract number must be noted on all invoices.

1.17.2 All true and correct invoices must be sent to Montgomery College, Accounts Payable Office by mail at 9221 Corporate Boulevard, Rockville, MD 20850, or via email at [AccountsPayable@montgomerycollege.edu](mailto:AccountsPayable@montgomerycollege.edu)

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**SECTION 1 – BID AND CONTRACT INFORMATION**

1.17.3 Charges for overs will not be accepted. Should the College require additional copies of the brochure, it will specifically request them, at the rate noted on the Price Proposal for additional copies.

1.17.4 The College will not accept or pay fuel surcharges.

**1.18 Contract Estimated Quantities**

The College's estimated annual requirements shall not be construed as a guarantee of the actual quantities to be purchased. The quantity of brochures to be printed is subject to change and may increase or decrease based on need.

**1.19 Contract Modification and Amendment**

The Contractor cannot accept purchase requests for services that are not covered in this contract or make changes to the scope of work unless a price for those services have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office. The College without invalidating the contract documents, may in writing order extra work or make changes by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted in writing by the College before the Contractor may perform additional work on the contract. Any agreed-upon modification or amendment **must be in writing and signed by both parties.**

**1.20 Contract Deadlines and Failure to Deliver**

The Contractor is contractually obligated to meet all agreed-upon deadlines. If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

**1.21 Contract Notice to Cure**

The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract for default.

**1.22 Advertising**

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

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**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.23 Ownership of Documents and Information**

All files, disks, photographs, etc., which are prepared by the successful Contractor and form a part of its services, are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of this contract. The successful Contractor is responsible for the protection and/or replacement of any original documents in its possession. All original documents must be returned to the College upon completion of the contract. All editorial materials, including but not limited to original copy, artwork, disks, photographs, proofs, corrected proofs, or CDs, etc. are the property of the College and must be returned following the completion of the contract. Original artwork, photographs, and copy may not be altered by the Contractor without the written approval of the College. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

**1.24 Tobacco and E-Cigarette Policy**

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

**1.25 INSURANCE REQUIREMENTS**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her.

The vendor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

**Workers compensation Insurance** covering the vendor's employees  
As required by Maryland State law with the following minimum limits:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**Commercial General Liability Insurance**, excluding automobiles Owned or hired by the vendor, with limits as follows:

Bodily Injury and Property Damage:

\$300,000 combined single limit of bodily injury and property damage

-Contractual Liability – Premises and Operations

-Independent Contractors

**Comprehensive Automobile Liability** - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:

Bodily Injury: \$100,000 each person

\$300,000 each occurrence

Property Damage: \$300,000 each occurrence

**Additional Insured** - Montgomery College shall be named as an additional Insured on all liability policies.

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**SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS**

**2.1 Background**

Established in 1946, Montgomery College is Maryland's second oldest community college. The College serves roughly 60,000 students each year, through credit and non-credit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. The College employs more than 3,100 faculty, administrators, and staff to support the academic and professional goals of its students. The Office of Workforce Development & Continuing Education oversees production of BITS brochure and various other publications to promote a wide range of noncredit and credit educational offerings and services designed to meet the needs of Montgomery County residents and businesses.

**2.2 Scope of Work/Specifications**

This Request for Bid is for the printing, mailing, and delivery of the Business and Information Technology (BITS) Brochure, in accordance with the terms, conditions, and specifications listed herein. The Contractor shall supply all labor, facilities, infrastructure, hardware, software, equipment, materials, supplies, and insurance necessary to provide the requested services. Qualified Bidders must have: a minimum of seven years of business printing experience, including using a four-color process; experience producing brochures similar to the one required by the College; in-house printing, binding, and mailing capabilities; and an FTP site or access to an FTP site. Bidders must submit two brochure samples with their bid response and must operate a production facility itself. The College reserves the right to conduct press checks. View BITS Brochure online at <http://cms.montgomerycollege.edu/wdce/bits.html>.

**2.3 Brochure Specifications**

- 2.3.1 **Job Name:** BITS Brochure
- 2.3.2 **Due Date:** The Brochure shall be produced, mailed, and delivered three times per academic year in January, April, and August, prior to the established academic registration period. Files will be released to the printer based on the production schedule provided upon award of the contract.
- 2.3.4 **Size/Description:** 8½" x 11" Booklet
- 2.3.5 **Quantity:** 15,000 per year (5,000 per printing for three printings) + additional quantities
- 2.3.6 **Number of Pages:** 40 (36 pages + cover)
- 2.3.7 **Paper:** **Cover:** 80# Gloss **Text:** 60# white offset
- 2.3.8 **Ink:** Cover: C1 and C4 are four-color process. C2 and C3 are black.
- 2.3.9 **Binding:** Saddle Stitch
- 2.3.10 **Artwork:** Supplied electronically via Contractor's FTP (Bidders must have FTP capability) or via disk
- 2.3.11 **Proof:** Digital
- 2.3.12 **AAs:** One round of AAs shall be included per printing. Indicate hourly rate on Price Proposal for additional AAs.
- 2.3.13 **Packaging:** Cartons shall be marked with publication name, quantity per carton, and purchase order number.

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**SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS**

- 2.3.14 **Postage:** Montgomery College Permit. Contractor must provide to the College U. S. Postal System PS Form 3607R Mailing Transaction Report (or similar) after the Brochure has been mailed.
- 2.3.15 **Delivery:**
- a. Mail to the list(s) provided by Montgomery College.
  - b. Deliver three (3) copies and original art to Amy Moore, Montgomery College, Office of Workforce Development & Continuing Education, Humanities and Social Sciences Building (HS) Room 239, Montgomery College Germantown Campus, 20200 Observation Drive, Germantown, MD 20876.
  - c. Deliver balance of Brochures to Montgomery College, Central Receiving, 7602 Standish Place, Rockville, MD 20855, marked attention Sharon Maxwell, GBTC-424; reference publication name, quantity per carton, and purchase order number on each container.
  - d. All pickups and deliveries of files, proofs, and printed material are the sole responsibility of the Contractor. The Contractor is responsible for picking up artwork from the Office of Workforce Development & Continuing Education, if required, and for picking up and delivering materials at each stage of the contract.
  - e. All charges for delivery service must be included in the pricing on the Price Proposal. The College will not pay separate pickup and delivery service charges.

**2.4 Addressing and Mailing Services**

- 2.4.1 The Contractor is responsible for using United States Postal Service-approved National Change of Address (NCOA) software and standards to check list accuracy of Montgomery College-provided lists; inserting new addresses obtained through the NCOA check; purging bad addresses; and returning to the College a data file of all corrected and/or purged records, identified by record ID numbers supplied in the College's lists. If completion will be required of the College, upon award of the contract, the Bidder must submit an NCOA Processing Acknowledgement Form (PAF) or any other USPS-required documentation.
- 2.4.2 The Contractor is responsible for applying the addresses (ink-jet process) onto the mailing panel and for mailing the Brochure.
- 2.4.3 FOB destination to Montgomery College and local mail facility.
- 2.4.4 The Contractor must provide PS form 3607R Mailing Transaction Report after the mailing to Amy Moore, Montgomery College, Office of Workforce Development & Continuing Education, Humanities and Social Sciences Building (HS) Room 239, Montgomery College Germantown Campus, 20200 Observation Drive, Germantown, MD 20876.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
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**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS**

**2.5 Artwork**

Contractor must provide the College with all final artwork and all working graphic materials on CD when the job is completed.

**2.6 Author's Alterations**

Successful Bidder is required to maintain a log of all Author's Alterations (AAs) and the name of the person requesting the change. The log of AAs must be submitted with the invoice that bears the charges for the alterations.

**2.7 Customer Service Requirements**

Contractor must respond to all telephone calls and e-mails within 24 business hours. Adherence to all deadlines is expected and required. The Contractor will be responsible for all costs incurred due to missed deadlines and unnecessary delays.

**2.8 Technology Requirements**

All printing work must be of the highest quality, with clear, sharp printing, full and uniform ink coverage with no offsetting, banding, or dust specks, and tight color registration. Bindery work must be of the highest quality with accurate registration and collating, crisp trimming, letterpress scoring and folding, and accurate stitching. The College shall be the sole judge of the quality of work produced.

The Contractor should:

- 2.8.1 Have the capability of accepting the latest industry standard version of QuarkXpress, InDesign, PhotoShop, Illustrator, and Adobe Acrobat documents created on both IBM and MAC platforms for high-resolution PostScript output, minimum 1200 DPI, maximum page size 22" x 17".
- 2.8.2 Be able to import and export Microsoft Word and ASCII files for use in Quark Xpress and InDesign.
- 2.8.3 Own or have access to Adobe Type Font Library.
- 2.8.4 Own or have access to FTP.
- 2.8.5 Be able to scan and color balance photos submitted by the College for optimum half-tone or color photo output.
- 2.8.6 Be able to perform online corrections from its facility.
- 2.8.7 Store a backup of the College publications. If requested, the Contractor must deliver original art (including disk, if applicable), updated with final corrections, and a delivery slip to Amy Moore, Montgomery College, Office of Workforce Development & Continuing Education, Humanities and Social Sciences Building (HS) Room 239, Montgomery College Germantown Campus, 20200 Observation Drive, Germantown, MD 20876, after printing.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS**

**2.9 Production Requirements**

The Contractor must provide all equipment, materials, and services necessary for producing, packaging, and shipping the publication requested in this solicitation.

- 2.9.1 Upon award of the contract and receipt of the files, the successful Bidder must verify that the copy conforms to the stated specifications upon which the bid is based. Deviations or discrepancies within the contract that may or will result in additional costs that are above the base price must be brought to the attention of the Procurement Office within 48 hours of receipt of the contract, or payment will be based upon the prices in the Bidder's Price Proposal.
- 2.9.2 The College may request a meeting, to be held at the College, with the successful Bidder prior to the start of the contract to review the requirements of the contract.
- 2.9.3 The Contractor will be responsible for any film, plate making, make-ready, press running, and normal finishing operations of collating, stitching, and trimming if required. Scanning and color balancing of all original photographs and artwork for optimum half-tone and color results will be the responsibility of the Contractor if required.
- 2.9.4 A College representative may elect to approve press proofs for color and registration quality at the start of the press run, which must be maintained throughout the remainder of the press run. Press inspections will occur during the College's regular business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, with 48 hours advance notice given to the College representative. Additional proofs required due to the Contractor's error shall be furnished to the College at no additional charge.

**2.10 Inspection of Operations**

The College reserves the right to conduct an inspection of the successful Bidder's printing facility prior to the award of the contract. In addition, the College reserves the right to conduct any test or inspection it may deem advisable to assure the publication conforms to the specifications contained herein. If required, press inspections must take place during the College's business hours (8:30 a.m. to 5:00 p.m., Monday through Friday). The College reserves the right to request press checks, which also shall be conducted during College business hours, with a 48-hour notice.

**2.11 Sample Requirements**

Two (2) samples from similar jobs must accompany the response to this invitation to bid. All samples will become the property of Montgomery College and will not be returned. For a copy of a printed issue of the BITS Brochure, please e-mail or call Amy Moore, amy.moore@montgomerycollege.edu, 240-567-1867. The Brochure can be viewed online at <http://cms.montgomerycollege.edu/wdce/bits.html>.

**2.12 Contract Administration**

- 2.12.1 All work must be scheduled and coordinated with the College Contract Administrator, Amy Moore, who will authorize all production phases of the publication. The Contract Administrator shall approve any and all alterations and associated charges prior to completion of each phase; otherwise, the Contract absorb the associated costs.



**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS**

- 2.12.2 Any omission or failure to reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found, the Contractor shall replace, at its own expense, the defective material at no additional charge to the College.
- 2.12.3 Any unsatisfactory work (as deemed by the Contract Administrator) must be corrected immediately and to the satisfaction of the Contract Administrator.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 3 – MINIMUM REQUIREMENTS**

**3.1 Minimum Requirements**

Bidders must complete and submit this Section to demonstrate their level of compliance. Failure to return this section with the bid response may cause the response to be deemed non-responsive. The College will consider adherence to specifications, price, quality of samples, past performance to the College, if any, and references from other customers in its evaluation of Bidder’s proposals.

*Bidder must check (√) either Box B or Box C below to indicate compliance or noncompliance with the Minimum Requirements listed in Box A.*

	<b>MINIMUM REQUIREMENTS (A)</b>	<b>BIDDER COMPLIES (B)</b>	<b>BIDDER DOES NOT COMPLY (C)</b>
<b>1</b>	Bidder has the personnel, facilities, infrastructure, equipment, software, materials, supplies, processes, and insurance required to perform the requirements specified in this bid.		
<b>2</b>	Bidder has in-house printing capability.		
<b>3</b>	Bidder has in-house bindery capability.		
<b>4</b>	Bidder has in-house mailing capability.		
<b>5</b>	Bidder has a minimum of seven (7) years of printing business experience. The printing business experience must include 4-color process offset lithography/press printing.		
<b>6</b>	Bidder has a minimum of seven (7) years of experience producing a publication similar to the one required by this bid.		
<b>7</b>	Bidder has attached the two samples required by this bid.		
<b>8</b>	Bidder has or has access to an FTP site.		

The undersigned hereby acknowledges that he/she has made a complete and total review of the above and all specifications contained in this bid document and is authorized to sign as the firm’s official representative. Bidder hereby states that all Minimum Requirements compliance indications are true and correct.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**SECTION 4 – PRICE PROPOSAL**

Submitted Bidder pricing for line Item 1 must be all-inclusive and encompass all costs associated with printing, binding, mailing, and delivering the BITS Brochure. No allowance will be made at a later date for additional charges. The College will reimburse awarded contractor for BITS Brochure postage costs.

ITEM NO.	DESCRIPTION	PER UNIT PRICE (EACH)	PER PRINT RUN (QTY = 5,000)	TOTAL ANNUAL PRICE (QTY = 15,000) (print run x 3)
1	BITS Brochure Printing, Binding, Mailing, Delivery in accordance with bid requirements	\$ _____	\$ _____	\$ _____

**ADDITIONAL PRICING**

1	Additional Pricing (Per 500 copies)	\$ _____
2	Additional Pricing (Per 1,000 copies)	\$ _____
3	Additional Pricing: Author's Alterations	\$ _____/HR
4	Additional Pricing: 4-Page Signature	\$ _____

**PLEASE REMEMBER TO SIGN YOUR BID.**

*By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.*

Company Name	Name
Title	Authorized Signature and Date

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT A – REFERENCES**

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

Please note: References listed must be able to confirm the Bidder’s ability to provide the services requested in this bid document.

References submitted by: \_\_\_\_\_  
Company Name

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT B – CONTRACTOR INFORMATION FORM**

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

\_\_\_\_\_

B.2 Minority Contractor: Yes  No

If yes, please specify minority classification \_\_\_\_\_

B.3 Price adjustment (is  is not  ) necessary for other public agencies as listed.

B.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes  No

B.6 Please provide the following information:

Company Name		Years in Business	
Federal Tax Number		Dun & Bradstreet Number	
Street Address		City, State, Zip Code	
Telephone Number		Fax Number	
Contact Person		Title	
Cell Number		E-Mail Address	

Company Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT C – NO BID REPOSE FORM**

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large
- Project is too small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

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Company Name Name

---

Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS**

**ACCEPTANCE PERIOD**

The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS**

**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.



**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS**

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS**

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: PRINTING, MAILING AND DELIVERY SERVICES FOR THE BITS BROCHURE**  
**BID NUMBER: 419-009**  
**BID OPENING DATE/TIME: JUNE 14, 2019 @3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS**

**NON-VISUAL ACCESS** The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor’s performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder’s experience with projects that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**ATTACHMENT D – GENERAL CONDITIONS**

**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. \_\_\_" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
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**ATTACHMENT D – GENERAL CONDITIONS**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT  
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ATTACHMENT E – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



**Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

**Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

[www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and  
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>