MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT PAY FOR PRINT MANAGEMENT SERVICES

RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM



ADDENDUM #1

Issued: June 19, 2019

ADDENDUM FOR THE PURPOSE OF:

1. To add Attachment H: Campus Maps.

2. To add Attachment I: Print Volume by Campus.

3. To provide College responses to vendor questions.

| Qι | JESTION: | ANSWER: |
|----|---|---|
| 1. | Outline normal business hours at each location | The hours of operation provided below reflect the Summer 2019 Schedules only. Fall/Spring semester schedules will be announced later. • Libraries 8:30 am -7:00 pm M-F • Labs and Learning Centers - M-TH: 8:30 - 8:00 pm M-TH; 8:00 am - Fri: 8:00 am - 4:00 pm - Sat-Sun: Closed |
| 2. | What is the annual value of the contract? | Refer to Attachment I. |
| 3. | What are the annual print volumes for the last five years? | Refer to Attachment I. |
| 4. | Is there a possibility to make the contract a solid 5-year commitment instead of one? | Not at the present time. Contract term is consistent with College policy. |
| 5. | How are we calculating the 99.5? What is the expectation and timing for the uptime guarantee? | The 99.5% up-time requirement was determined at the initial launch of pay-for-print at the College. Where student printing typically occurs on the College's campuses during normal business hours. |
| 6. | What is the expectation for the 24-hour the maintenance requirement? | The College expects any system outages to be remedied as expeditiously as possible. Any print kiosk equipment breakdowns shall be repaired within a 24-hour window. |
| 7. | Confirm if there would be a violation of another contract in place should a new solution offer other services such as scan, fax, etc. | There would be no breach of other contracts currently in place at the College, should the pay for print solution offer students the ability to scan, fax, print photos, etc. |
| 8. | Are the employee(s) of the current vendor eligible for employment with the winning bidder? Is there a non-compete clause? | WEPA has no non-compete clause or NDA on file. Should a different company win the bid, this employee is free to seek employment elsewhere. |

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| All other specifications, terms and conditions remains | in unchanged. |
|---|---|
| | - the |
| | Patrick Johnson, MBA Director of Procurement |
| Please sign below to acknowledge receipt of this Add SUBMISSION. Failure to return this Acknowledgeme | dendum and return with the TECHNICAL PROPOSAL nt of Addendum may deem a proposal nonresponsive. |
| NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP AI E-MAIL. | DDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR |
| Company Name | Authorized Signature |
| Date | Printed/Typed Signature |

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

PAY FOR PRINT MANAGEMENT SERVICES

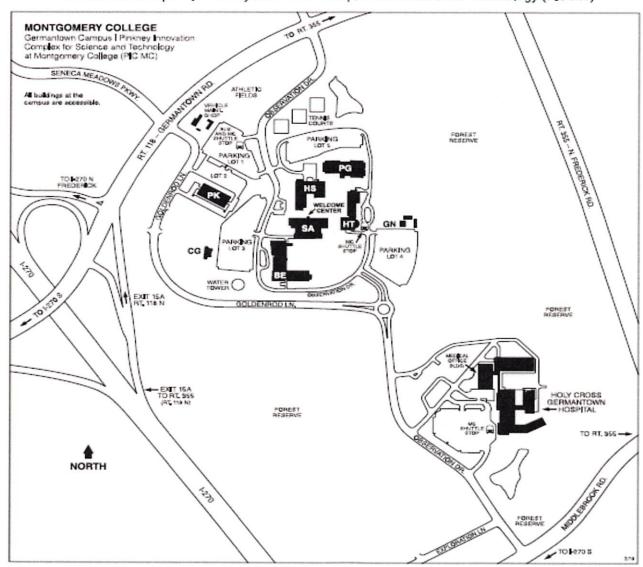
RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT H - CAMPUS MAPS

MONTGOMERY COLLEGE

Germantown Campus | Pinkney Innovation Complex for Science and Technology (PIC MC)





Germantown Campus | Pinkney Innovation Complex for Science and Technology at Montgomery College (PIC MC)

20200 Observation Drive Germantown, MD 20876 240-567-7700

montgomerycollege.edu

For updates to campus maps, visit montgomerycollege.edu/maps

Legend of Campus Buildings (as of February 2019)

- BE Bioscience Education Center
 - = Conference Center
- CG Child Care Center = Center for Early
- Education (CEE)
 GN Greenhouse
- HS Humanities and Social Sciences Building
 - = Bookstore
 - = Cafeteria
 - Library
 Workforce Development & Continuing Education (WD&CE)
- HT High Technology and Science Center
 - Globe Hall
- PG Physical Education Building
- PK Paul Peck Academic and Innovation Building
 - Germantown Innovation Center
- SA Student Affairs and Science
 - Counseling and Advising
 - Disability Support Services
 Envolment Services
 - = Financial Aid Office
 - = Public Safety Office
 - = Student Life Office
 - = Welcome Center

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

PAY FOR PRINT MANAGEMENT SERVICES

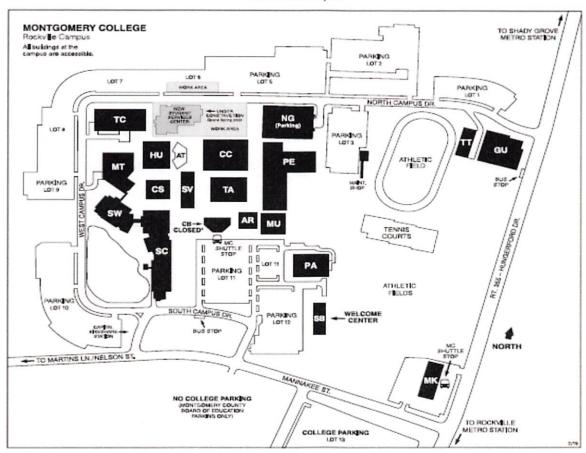
RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT H - CAMPUS MAPS

MONTGOMERY COLLEGE

Rockville Campus



MC MONTGOMERY COLLEGE

Rockville Campus

51 Mannakee Street Rockville, MD 20850 240-567-5000; TTY 301-294-9672

montgomerycollege.edu

For updates to campus maps, visit montgomerycollege.edu/maps

Legend of Campus Buildings (as of February 2019)

- AR Paul Peck Art Building
- AT Amphitheatre
- CB Counseling and Advising Building*
- CC Campus Center
 - = Bookstore
 - = Cafeteria
 - = Student Life Office
 - Workforce Development & Continuing Education Office (WD&CE)
- CS Computer Science Building
- GU Homer S. Gudelsky Institute for Technical Education

HU Humanities Building

- MK Mannakee Building
 - = Center for Training Excellence
 - Counseling and Advising
 Disability Support Services
 - Disability Support Services
 Public Safety Office
- MT Gordon and Marilyn
- Macklin Tower

 Library
- MU Music Building
- NG North Garage (Parking)
- PA Robert E. Parilla Performing Arts Center
- PE Physical Education Center
- SB South Campus Instruction Building = Welcome Center

- SC Science Center
- SV Student Services Building
 - Enrollment Services
 - Financial Aid Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center
- Closed as of December 17, 2018.
 Counseling, Disability Support Services, and Public Safety offices relocated to Mannakee Building (MK).

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

PAY FOR PRINT MANAGEMENT SERVICES

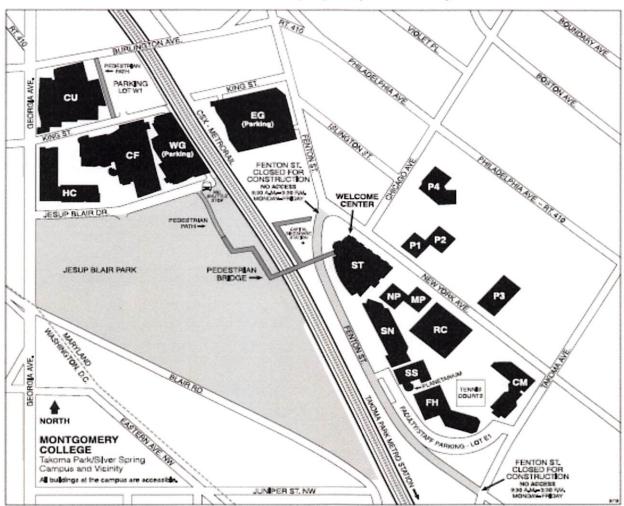
RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT H - CAMPUS MAPS

MONTGOMERY COLLEGE

Takoma Park/Silver Spring Campus and Vicinity



MC COLLEGE

Takoma Park/Silver Spring Campus

7600 Takoma Avenue Takoma Park, MD 20912 240-567-1300; TTY 301-587-7207

montgomerycollege.edu

For updates to campus maps, visit montgomerycollege.edu/maps

Legend of Campus Buildings (as of August 2018)

- CF The Morris and Gwendollyn Cafritz Foundation Arts Center
 - = Art store/food options
 - = Educational Opportunity Center
 - = Refugee Training Center
 - Workforce Development & Continuing Education (WD&CE)
- CM Catherine F. Scott Commons
- CU Cultural Arts Center
- EG East Garage (parking)
- FH Falcon Hall
 - = Physical Education

3

MP Mathematics Pavilion

Health Sciences Center

- NP North Pavilion
- P1 Paylion One
- P2 Paylion Two
- P3 Pavilion Three
- P4 Pavilion Four
- RC Resource Center = Library
- SN Science North Building
- SS Science South Building

 # Planetarium

T Charlene R. Nunley

- Student Services Center
- = Bookstore
- = Cafeteria
- Counseling and Advising
- = Enrollment Services
- = Financial Aid Office
- = Public Safety Office
- = Student Life Office
- Welpame Center

WG West Garage (parking)

Note: Fenion Street will be closed for construction from 9:30 a.m. to 3:30 p.m., Monday through Friday, through spring 2019. The sidewalk will remain open.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT REQUEST FOR BID TITLE: PAY FOR PRINT MANAGEMENT SERVICES

RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: June 24, 2019 @ 3:00 P.M.

| WEPA Print Figures - Rebates - FY | -2015 | | | | | | | | | | | |
|-----------------------------------|-------------|---------|----------|-----------|------------|---------|-------------|--------|---------|-------------------|----------|----------|
| | RV Mono | RV | RV Color | Rockville | TP/SS Mono | TP/SS | TP/SS Color | TP/SS | GT Mono | GT Mono | GT Color | GT Color |
| | Duplex | Mono | Duplex | Color | Duplex | Mono | Duplex | Color | Duplex | <u>GT IIIGIIG</u> | Duplex | |
| | | | | | | | | | | | | |
| July 2014 | 1,695 | 9,970 | 33 | 341 | 2,543 | 13,885 | 202 | 668 | 507 | 3,322 | 24 | 186 |
| August 2014 | 1,834 | 11,120 | 21 | 491 | 2,856 | 14,942 | 94 | 443 | 848 | 5,185 | 33 | 190 |
| September 2014 | 5,540 | 43,982 | 179 | 1,409 | 4,767 | 41,850 | 81 | 1,392 | 2,076 | 16,816 | 162 | 404 |
| October 2014 | 6,428 | 49,600 | 236 | 2,200 | 5,014 | 45,051 | 188 | 1,569 | 2,241 | 18,018 | 166 | 679 |
| November 2014 | 4,596 | 42,606 | 317 | 1,559 | 3,811 | 37,420 | 172 | 1,325 | 1,237 | 15,225 | 105 | 428 |
| December 2014 | 3,100 | 33,063 | 108 | 1,313 | 1,987 | 28,793 | 137 | 824 | 950 | 11,539 | 57 | 346 |
| January 2015 | 1,087 | 8,523 | 108 | 461 | 2,238 | 11,016 | 40 | 259 | 840 | 2,620 | 32 | 128 |
| February 2015 | 4,890 | 33,371 | 179 | 1,636 | 5,517 | 35,446 | 144 | 1,078 | 2,142 | 14,755 | 49 | 595 |
| March 2015 | 4,843 | 32,617 | 152 | 1,386 | 4,938 | 35,373 | 99 | 1,128 | 1,751 | 13,868 | 81 | 570 |
| April 2015 | 6,509 | 49,293 | 278 | 3,115 | 6,410 | 47,385 | 257 | 1,672 | 2,106 | 20,387 | 56 | 1,080 |
| May 2015 | 3,653 | 35,099 | 208 | 1,907 | 2,832 | 32,497 | 120 | 1,142 | 1,726 | 13,383 | 73 | 505 |
| June 2015 | 2,208 | 14,496 | 144 | 1,307 | 1,823 | 14,188 | 102 | 683 | 414 | 4,056 | 104 | 141 |
| Total: | 46,383 | 363,740 | 1,963 | 17,125 | 44,736 | 357,846 | 1,636 | 12,183 | 16,838 | 139,174 | 942 | 5,252 |
| Total Mono Duplex | 107,957 | | | | | | | | | | | |
| Total Mono | 860,760 | | | | | | | | | | | |
| Total Color Duplex | 4,541 | | | | | | | | | | | |
| Total Color | 34,560 | | | | | | | | | | | |
| Comm. Mono Duplex (\$.02) | \$2,159.14 | | | | | | | | | | | |
| Comm. Mono (\$.01) | \$8,607.60 | | | | | | | | | | | |
| Comm. Color Duplex (\$.10) | \$454.10 | | | | | | | | | | | |
| Comm. Color (\$.05) | \$1,728.00 | | | | | | | | | | | |
| TOTAL COMMISSION | \$12,948.84 | | | | | | | | | | | |
| # OF MACHINES: | | | | | | | | | | | | |
| | 21 | | | - | | | | | | | | |
| Rockville | 23 | | | - | | | | | | | | |
| TP/SS | 13 | | | | | | | | | | | |
| Germantown | | | | | | | | | - | | | |
| | 57 | | | | | | | | | | | |

RFP CLOSING DATE AND TIME: June 24, 2019 @ 3:00 P.M.

| | RV Mono | RV | RV Color | Rockville | TP/SS Mono | TP/SS | TP/SS Color | TP/SS | GT Mono | GT Mono | GT Color | GT Colo |
|--------------------|-------------|---------|----------|-----------|------------|---------|-------------|--------|---------|---------|----------|---------|
| | Duplex | Mono | Duplex | Color | Duplex | Mono | Duplex | Color | Duplex | | Duplex | |
| July 2015 | 1,545 | 8,698 | 104 | 351 | 2,945 | 11,964 | 174 | 530 | 630 | 3,379 | 12 | 152 |
| August 2015 | 852 | 6,406 | 24 | 257 | 1,295 | 8,871 | 25 | 238 | 347 | 2,318 | 0 | 101 |
| September 2015 | 6,531 | 36,378 | 198 | 2,473 | 5,963 | 35,913 | 349 | 1,388 | 2,585 | 15,906 | 133 | 655 |
| October 2015 | 8,352 | 44,758 | 406 | 2,329 | 5,976 | 37,328 | 476 | 1,355 | 2,278 | 17,530 | 70 | 1,013 |
| November 2015 | 6,418 | 37,551 | 356 | 2,260 | 4,661 | 32,743 | 226 | 1,016 | 2,229 | 14,741 | 101 | 669 |
| December 2015 | 5,474 | 39,383 | 332 | 2,226 | 3,117 | 32,036 | 171 | 1,443 | 1,816 | 14,856 | 106 | 580 |
| January 2016 | 951 | 3,426 | 34 | 180 | 1,318 | 5,330 | 25 | 156 | 277 | 1,989 | 0 | 55 |
| February 2016 | 7,733 | 35,721 | 397 | 2,058 | 6,588 | 32,903 | 335 | 1,262 | 2,219 | 14,220 | 67 | 404 |
| March 2016 | 7,838 | 35,456 | 298 | 1,950 | 4,743 | 28,454 | 189 | 993 | 1,916 | 13,921 | 134 | 431 |
| April 2016 | 8,503 | 42,177 | 547 | 2,637 | 4,906 | 31,612 | 197 | 1,246 | 2,252 | 17,477 | 116 | 663 |
| May 2016 | 4,213 | 33,220 | 219 | 1,530 | 2,182 | 22,435 | 226 | 961 | 1,320 | 11,464 | 34 | 495 |
| June 2016 | 3,427 | 13,337 | 165 | 966 | 1,813 | 10,907 | 29 | 265 | 1,068 | 3,960 | 48 | 192 |
| Total: | 61,837 | 336,511 | 3,080 | 19,217 | 45,507 | 290,496 | 2,422 | 10,853 | 18,937 | 131,761 | 821 | 5,410 |
| Total Mono Duplex | 126,281 | | | | | | | | | | | |
| Total Mono | 758,768 | | | | | | | | | | | |
| Total Color Duplex | 6,323 | | | | | | | | | | | |
| Total Color | 35,480 | | | | | | | | | | | |
| Comm. Mono Duplex | \$2,525.62 | | | | | | | | | | | |
| Comm. Mono | \$7,587.68 | | | | | | | | | | | |
| Comm. Color Duplex | \$632.30 | | | | | | | | | | | |
| Comm. Color | \$1,774.00 | | | | | | | | | | | |
| TOTAL COMMISSION | \$12,519.60 | | | | | | | | | | | |
| # OF MACHINES: | | | | | | | | | | | | |
| Rockville | 21 | - | | - | | | | | 1 | | | |
| TP/SS | 23 | | | - | | | | | 1 | | | |
| Germantown | 13 | | | - | | | | | · | | | |
| Germantown | 57 | - | | - | | | | | | | | |

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT REQUEST FOR BID TITLE: PAY FOR PRINT MANAGEMENT SERVICES

RFP NUMBER: 419-012
RFP CLOSING DATE AND TIME: June 24, 2019 @ 3:00 P.M.

| WEPA Print Figures - Rebates - F | <u>-2017</u> | | | | | | | | | | | - |
|----------------------------------|--------------|-----------|----------|-----------|------------|---------|-------------|-------|---------|---------|----------|---------|
| | RV Mono | Rockville | RV Color | Rockville | TP/SS Mono | TP/SS | TP/SS Color | TP/SS | GT Mono | GT Mono | GT Color | GT Colo |
| | Duplex | Mono | Duplex | Color | Duplex | Mono | Duplex | Color | Duplex | | Duplex | |
| | | | | | | | | | | | | |
| July 2016 | 2,438 | 6,924 | 99 | 590 | 1,108 | 7,768 | 19 | 223 | 629 | 1,917 | 5 | 101 |
| August 2016 | 2,370 | 10,077 | 44 | 335 | 2,131 | 11,848 | 83 | 311 | 820 | 3,947 | 22 | 103 |
| September 2016 | 8,917 | 30,735 | 357 | 1,700 | 8,081 | 27,295 | 233 | 826 | 3,847 | 11,024 | 142 | 433 |
| October 2016 | 11,366 | 33,463 | 607 | 1,695 | 8,054 | 24,755 | 701 | 1,424 | 4,131 | 12,384 | 205 | 510 |
| November 2016 | 9,810 | 33,004 | 386 | 1,789 | 7,539 | 22,525 | 389 | 897 | 3,950 | 10,634 | 172 | 565 |
| December 2016 | 6,984 | 29,103 | 324 | 1,265 | 4,138 | 19,891 | 217 | 969 | 2,940 | 9,946 | 179 | 402 |
| January 2017 | 3,943 | 7,461 | 169 | 362 | 3,838 | 9,475 | 82 | 505 | 1,837 | 2,655 | 32 | 89 |
| February 2017 | 9,531 | 25,566 | 828 | 1,524 | 8,480 | 23,012 | 213 | 761 | 3,545 | 9,983 | 47 | 341 |
| March 2017 | 9,213 | 25,533 | 827 | 1,323 | 7,393 | 20,452 | 212 | 750 | 3,659 | 8,795 | 99 | 310 |
| April 2017 | 11,873 | 30,505 | 799 | 2,100 | 8,266 | 24,843 | 299 | 991 | 3,473 | 11,892 | 141 | 389 |
| May 2017 | 6,399 | 21,998 | 400 | 938 | 4,149 | 16,646 | 208 | 737 | 2,167 | 8,712 | 59 | 356 |
| June 2017 | 4,459 | 9,207 | 385 | 615 | 2,718 | 7,307 | 141 | 202 | 911 | 1,897 | 18 | 133 |
| Total: | 87,303 | 263,576 | 5,225 | 14,236 | 65,895 | 215,817 | 2,797 | 8,596 | 31,909 | 93,786 | 1,121 | 3,732 |
| Total Mono Duplex | 185,107 | | | | | | | | | | | |
| Total Mono | 573,179 | | | | | | | | | | | |
| Total Color Duplex | 9,143 | | | | | | | | | | | |
| Total Color | 26,564 | | | | | | | | | | | |
| Comm. Mono Duplex (\$.02) | \$3,702.14 | | | | | | | | | | | |
| Comm. Mono (\$.01) | \$5,731.79 | | | | | | | | | | | |
| Comm. Color Duplex (\$.10) | \$914.30 | | | | | | | | | | | |
| Comm. Color (\$.05) | \$1,328.20 | | | | | | | | | | | |
| TOTAL COMMISSION | \$11,676.43 | | | | | | | | | | | |
| # OF MACHINES: | | | | | | | | | | | | |
| | 21 | | | | | | | | 1 | | | |
| Rockville | | | | | | | - | | - | | | |
| TP/SS | 23 | | | | | | | | | | | |
| Germantown | 13 57 | | | | | | | | - | | | |

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT REQUEST FOR BID TITLE: PAY FOR PRINT MANAGEMENT SERVICES

RFP NUMBER: 419-012

RFP CLOSING DATE AND TIME: June 24, 2019 @ 3:00 P.M.

| WEPA Print Figures - Reb | Jaces - FY | -2018 | | | | | | | | | | | |
|--------------------------|------------|-------------|-----------|----------|-----------|------------|---------|-------------|-------|---------|---------|----------|---------|
| | | RV Mono | Rockville | RV Color | Rockville | TP/SS Mono | TP/SS | TP/SS Color | TP/SS | GT Mono | GT Mono | GT Color | GT Colo |
| | | Duplex | Mono | Duplex | Color | Duplex | Mono | Duplex | Color | Duplex | | Duplex | |
| | | | | | | | | | 224 | 500 | 1.000 | 3 | 17 |
| July 2017 | | 2,562 | 6,201 | 267 | 309 | 1,545 | 5,460 | 97 | 221 | 688 | 1,909 | | 71 |
| August 2017 | | 3,397 | 7,501 | 384 | 340 | 3,093 | 7,565 | 106 | 470 | 1,343 | 2,357 | 125 | |
| September 2017 | | 8,421 | 28,722 | 779 | 1,681 | 5,655 | 23,872 | 232 | 755 | 2,538 | 11,768 | 142 | 328 |
| October 2017 | | 9,922 | 37,622 | 1,094 | 1,308 | 6,065 | 29,594 | 364 | 739 | 2,036 | 14,702 | 68 | 568 |
| November 2017 | | 7,835 | 33,964 | 1,023 | 1,963 | 5,559 | 23,709 | 258 | 1,110 | 1,812 | 13,663 | 54 | 365 |
| December 2017 | | 4,489 | 26,078 | 329 | 1,266 | 3,127 | 18,937 | 76 | 521 | 1,156 | 10,001 | 102 | 344 |
| January 2018 | | 3,651 | 10,795 | 361 | 371 | 2,119 | 9,886 | 106 | 442 | 949 | 3,909 | 38 | 151 |
| February 2018 | | 7,863 | 29,297 | 770 | 1,430 | 5,060 | 24,454 | 518 | 798 | 1,969 | 11,395 | 93 | 340 |
| March 2018 | | 6,888 | 22,581 | 655 | 1,071 | 3,687 | 19,168 | 425 | 661 | 1,832 | 8,742 | 72 | 322 |
| April 2018 | | 8,586 | 34,984 | 577 | 2,132 | 5,419 | 25,279 | 351 | 1,195 | 2,542 | 14,435 | 82 | 542 |
| May 2018 | | 4,959 | 25,646 | 406 | 1,094 | 3,398 | 16,078 | 268 | 526 | 1,240 | 8,434 | 114 | 261 |
| June 2018 | | 3,441 | 10,457 | 469 | 719 | 3,294 | 8,154 | 138 | 222 | 532 | 2,756 | 16 | 59 |
| Total: | | 72,014 | 273,848 | 7,114 | 13,684 | 48,021 | 212,156 | 2,939 | 7,660 | 18,637 | 104,071 | 909 | 3,368 |
| Total Mono Duplex | | 138,672 | | | | | | | | | | | |
| Total Mono | | 590,075 | | | | | | | | | | | |
| Total Color Duplex | | 10,962 | | | | | | | | | | | |
| Total Color | | 24,712 | | | | | | | | | | | |
| Comm. Mono Duplex | (\$.02) | \$2,773.44 | | | | | | | | | | | |
| Comm. Mono | (\$.01) | \$5,900.75 | | | | | | | | | | | |
| | (\$.10) | \$1,096.20 | | | | | | | | | | | |
| Comm. Color | (\$.05) | \$1,235.60 | | | | | | | | | | | |
| TOTAL COMMISSION | | \$11,005.99 | | | | | | | | | | | |
| # OF MACHINES: | | | | | | | | | | | | | |
| Rockville | | 21 | | | | | | | | | | | |
| TP/SS | | 23 | | | | | | | | | | | |
| Germantown | | 13 | | | | | | | | | | | |
| Germantown | | 57 | | | | | | | | | | | |

RFP CLOSING DATE AND TIME: June 24, 2019 @ 3:00 P.M.

| WEPA Print Figures - Re | bates - FY-2019 | | | | | | | | | | | - |
|-------------------------|-----------------|-----------|----------|-----------|------------|-------------|-------------|-------------|---------|----------------|----------|----------|
| | RV Mono | Rockville | RV Color | Rockville | TP/SS Mono | TP/SS Mono | TP/SS Color | TP/SS Color | GT Mono | GT Mono | GT Color | GT Color |
| | Duplex | Mono | Duplex | Color | Duplex | TF/33 WICHO | Duplex | 11/33 COIOI | Duplex | <u>GT MONO</u> | Duplex | 01 00101 |
| | Duplex | IVIOIIO | Duplex | COIOI | Duplex | | Duplex | | Duplex | | Dupick | |
| July 2018 | 3,202 | 6,450 | 135 | 462 | 2,089 | 6,536 | 38 | 322 | 905 | 3,013 | 7 | 53 |
| August 2018 | 2,803 | 9,207 | 211 | 509 | 3,709 | 10,375 | 97 | 339 | 905 | 4,088 | 44 | 185 |
| September 2018 | 6,398 | 24,052 | 492 | 1,376 | 7,109 | 21,916 | 326 | 975 | 2,054 | 9,871 | 61 | 280 |
| October 2018 | 9,647 | 34,232 | 732 | 2,124 | 8,121 | 27,656 | 453 | 1,850 | 2,297 | 13,410 | 82 | 532 |
| November 2018 | 7,173 | 28,402 | 842 | 1,911 | 5,881 | 21,416 | 374 | 1,146 | 1,848 | 10,145 | 57 | 503 |
| December 2018 | 4,729 | 26,485 | 361 | 1,105 | 3,134 | 15,810 | 196 | 582 | 1,309 | 8,176 | 31 | 483 |
| January 2019 | 3,365 | 9,923 | 235 | 505 | 4,348 | 8,662 | 106 | 712 | 1,275 | 3,132 | 31 | 158 |
| February 2019 | 7,335 | 27,768 | 527 | 1,548 | 6,920 | 20,854 | 289 | 750 | 2,476 | 9,787 | 76 | 350 |
| March 2019 | 7,479 | 23,764 | 336 | 1,328 | 4,937 | 18,619 | 279 | 963 | 1,876 | 10,603 | 92 | 354 |
| April 2019 | 10,402 | 35,605 | 671 | 2,051 | 5,824 | 24,448 | 318 | 1,219 | 2,784 | 13,123 | 84 | 638 |
| May 2019 | | | | | | | | | | | | |
| June 2019 | | | | | | | | | | | | |
| Total: | 62,533 | 225,888 | 4,542 | 12,919 | 52,072 | 176,292 | 2,476 | 8,858 | 17,729 | 85,348 | 565 | 3,536 |
| Total Mono Duplex | 132,334 | | | | | | | | | | | |
| Total Mono | 487,528 | | | | | | | | | | | |
| Total Color Duplex | 7,583 | | | | | | | | | | | |
| Total Color | 25,313 | | | | | | | | | | | |
| Comm. Mono Duplex | \$2,646.68 | | | | | | | | | | | |
| Comm. Mono | \$4,875.28 | | | | | | | | | | | |
| Comm. Color Duplex | \$758.30 | | | | | | | | | | | |
| Comm. Color | \$1,265.65 | | | | | | | | | | | |
| TOTAL COMMISSION | \$9,545.91 | | | | | | | | | | | |
| # OF MACHINES: | | | | | | | | | | | | |
| Rockville | 21 | | | | | | | | | | | |
| TP/SS | 23 | | | | | | | | | | | |
| Germantown | 13 | | | | | | | | | | | |
| | 57 | | | | | | | | | | | |



Office of Procurement 9221 Corporate Boulevard Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. 419-012

PAY FOR PRINT MANAGEMENT SERVICES

All proposals MUST BE RECEIVED in the Procurement Office BY 3:00 PM local time on 6/24/2019.

Proposals will not be accepted via facsimile or electronic mail.

Prices must remain firm for 120 DAYS after proposal closing date and time.

Proposal Bond Requirements:

NONE

Performance, Labor and

Material Bond requirements:

NONE

Pre-proposal Conference:

Yes (See section 1.2)

Minority contractors are encouraged to respond to this solicitation.

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

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Offerors that 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 any 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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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal (RFP) to provide Montgomery College with a no cost, contractor-managed pay for print management solution in accordance with specifications, terms and conditions described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the "College" and "MC." Respondents to the RFP will be referred to as "Offerors" and "Proposers." The Offeror to whom the contract is awarded will be referred to as the "Contractor."

1.2 Pre-Proposal Conference

A pre-proposal conference will be held on Tuesday, June 11, 2019 at 2:30pm, at 9221 Corporate Boulevard, Room S108 Rockville, MD 20850. The purpose of this meeting will be to review RFP document, and answer any related vendor questions.

1.3 Proposal Submittal Due Date

All responses to this Request for Proposal are due in the Montgomery College Office of Procurement, 9221 Corporate Boulevard, Rockville, Maryland 20850 by 3:00 p.m. on 6/24/2019 and must be submitted in SEALED envelopes, clearly marked with the RFP Number and Title, the Due Date and Time, and the Name/Address of the Offeror. No responses will be accepted after this date and time. No facsimile or e-mail transmissions will be accepted. In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response <u>and</u> accepted by the College.

1.4 Contact Information

For purchasing or technical questions about this solicitation, please contact Chiquita Manago Haywood, Contract Coordinator via email at chiquita.manago@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing and received by 5:00 p.m. on 6/14/2019.

1.5 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at http://www.montgomerycollege.edu/procure/, and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror's proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION - continued

1.6 Proposal Validity

Offerors must hold their proposal 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-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.7 Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

1.8 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 5). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.9 References

The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

1.10 Subcontractors

The College seeks proposals from Contractors performing all requested services and will enter into an agreement only with the selected Offeror. 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 Contractor desires to subcontract part of the services specified herein, the 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 - PROPOSAL AND CONTRACT INFORMATION - continued

1.11 Proposal Evaluation

Proposals submitted in response to this solicitation will include evaluation as follows:

- 1.11.1 Offeror is **responsible** Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibleness:
 - 1.11.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
 - 1.11.1.2 Offeror is financially stable.
- 1.11.2 Offeror is **responsive** Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.11.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
 - 1.11.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.12 Proposal Rejection

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

- 1.12.1 Failure to meet the mandatory specifications and requirements.
- 1.12.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.12.3 Failure to supply appropriate and favorable client references.
- 1.12.4 Submittal of an incomplete Price Proposal page.
- 1.12.5 Failure to sign the proposal.
- 1.12.6 Failure to return any addenda acknowledgements
- 1.12.7 Submittal of conditional, alternate, or multiple proposals.
- 1.12.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.12.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.13 Required Submittal List

See Section 5 for the proposal submission requirements.

1.14 Failure to Submit

Failure to provide any of the items noted in Section 5 may deem a proposal non-responsive.

1.15 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume of trips to be taken.

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION - continued

1.16 Contract Award

An award will be made in the best interest of the College to the highest ranked responsible, responsive Offerors who can meet or exceed the terms, conditions, and scope of services of this solicitation. Evaluation of Offerors will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.17 Contract Documents

The Request for Proposal in its entirety, the accepted Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and terms and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.18 Contract Term

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be from date of award through June 30, 2020. At the sole option of the College, the contract may be renewed for four (4) one-year extensions, 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. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.19 Contract Pricing

Submitted pricing must include all costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after proposal opening date, but prior to the contract 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 to award the contract to the next lowest Offeror.

1.20 Contract Price Adjustment

Contract prices are to remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted; most current year final index (no preliminary).

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION - continued

1.21 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Work as long as the changes are within the general scope of work to be performed hereunder. 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 Contractor performs additional work on the project. Any agreed-upon modification or amendment **must be in writing and signed by both parties**.

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

1.22 Insurance Requirements

Upon executing the contract, the awarded Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor's insurance will be primary and kept in full force during the term of the contract, including renewals, if any. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor, with the following minimum insurance coverage:

Worker's Compensation Insurance

Covering the contractor's employees as required by State of Maryland 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

Commercial General Liability Insurance

Excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage \$1,000,000 combined single limit

Bodily Injury and Property Damage per occurrence including the following coverage: contractual liability, premises and operations, independent contractors, products and completed operations.

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION - continued

Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired 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

These coverages and limits are to be considered minimum requirements under the contract and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered, or materially changed without sixty (60) calendar days of notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

1.23 Certificate of Liability Insurance

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. 419-012. Current certificates must be provided to the College throughout the contract term.

1.24 Termination of Insurance

In the event that the awarded Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance shall be grounds for immediate termination of the contract.

1.25 Contract Assignment

The awarded Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

1.26 Contract Deadlines and Failure to Deliver

The awarded Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and 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.

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION - continued

1.27 Confidentiality

The awarded Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

The information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.28 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 contractors.

1.29 Tax Exemption

Montgomery College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. A copy of the State of Maryland Tax Exemption Certificate is also available at the College Procurement website at www.montgomerycollege.edu/procure. Offeror shall be responsible for the payment of any, and all applicable taxes resulting from any award and/or any services associated with the contract.

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SECTION 2 - BACKGROUND and SCOPE OF SERVICES

2.1 Background

Established in 1946, Montgomery College is Maryland's second oldest community college. Each year, the College serves roughly 60,000 through credit and noncredit programs, at nonresidential campuses located in Rockville, Germantown, 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 academic and professional goals of its students. The College does not have a *One card*.

In the fall of 2011, Montgomery College launched a print management initiative as a cost saving measure designed specifically for student, guest and public printing. This turnkey pay-for-print solution is cloud based and includes contractor owned and managed freestanding print kiosk stations. Print kiosks replaced traditional printers for student use in the College's Libraries, Learning Centers and Computer Labs. To accommodate student needs, the College operates 30 separate public printing areas, including classrooms with printing access, on all three campuses to provide high availability and redundancy.

A total of 57 print kiosks are currently installed across all three campuses, including standard and ADA models (See Attachment G). A small number of these kiosks are located in common areas to provide print access outside of the standard operating hours of the College's student and public printing locations. Students have the ability to print 8.5 x 11 size documents in b/w, color and duplex. Documents are uploaded to the cloud via internet connection by lap top, desk top, web, mobile app, email, etc. whether on or off campus. Students have the flexibility of releasing and/or retrieving print jobs from any kiosk on any of the College's three campuses; and, enjoy the flexibility of payment options (i.e. print card, credit/debit card, print account, etc.). Over the past several years, print volumes have averaged upwards of 800,000 copies including b/w, color and duplex, a significant drop from the estimated 10.2 million free prints averaged in the years prior to transition.

2.2 Scope of Services

The College is requesting the services of a Contractor operated and managed pay-for-print services. The successful Offeror will be responsible for the delivery and installation of equipment, implementation, maintenance, support services and overall management of pay-for-print in the College's Labs, Libraries, Learning Centers, and other locations to be determined by the College in accordance with the bid specifications.

- a. The Contractor will provide and maintain a secure and compliant on-line account center/website according to the requirements of Section 3 of this document.
- b. Montgomery College students shall be allowed 24/7 access to print accounts and print queues.
- c. Develop and maintain a support website to include FAQs, instructions, procedures, forms for reporting problems, etc.
- d. Provide live customer support accessible via telephone during normal business hours.
- e. Provide a variety of payment options accessible by both students and community patrons.
- f. Provide print and electronic marketing support.
- g. The website URL will be provided to designated College personnel.

2.3 Offeror's Contract Form

Offeror requiring the College to sign their contract form must submit such form <u>with their proposal</u> for College's review and consideration. The College reserves the right to accept or reject the Offeror's contract.

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SECTION 3 - SYSTEM REQUIREMENTS - continued

3.1 Pay-for-Print No Cost Solution and System Requirements

3.1.1 Service Standard and Expectation

A performance service standard shall be established between the Contractor and Montgomery College (see ATTACHMENT F). The purpose of the service standard is to ensure that adequate and timely services are delivered to the College. The contractor will be required to provide monthly reporting data to certify that the minimum requirements outlined in this RFP are met. This information will be made available to the College's designee.

3.1.2 Service Guarantee

The contractor will be required to provide an uptime guarantee of 99.5% for services provided on 24-hour, 7 days a week, when the College is open. If uptime on equipment external to the College does not meet the 99.95% requirement for more than a 30 minute interval, and is not due to internal College equipment or infrastructure issues, Contractor will perform problem analysis review within one (1) hour of system outage and provide results to designated College personnel.

3.1.3 Service Availability Guarantee

Contractor will be required to provide timely stocking of printer paper, toner, and other system components as needed.

3.1.4 Pay-for-Print Solution Minimum Standards

Any cloud or server based solution as proposed must incorporate the following key elements:

3.1.4.1 Equipment and Services

- Print Device/Unit/Kiosk or print vending hardware and software will support Windows and MAC platforms
- Maintenance and/or replacement of vending hardware/software
- o Supply maintenance of paper, toner
- o Service maintenance of the system
- o Supply materials and equipment for customer swipe cards.

3.1.4.2 Installation of Print Devices/Units/Kiosk style print turnkey units

- o Provide detailed installation information, requirements and schedule
- o Kiosk style print turnkey units will be a total print management and control system with contractor-supplied equipment, paper, printer, toner, etc.

3.1.4.3 Total printer management, maintenance and control

- Maintenance of all machinery/kiosks
- o Maintenance of software
- o 24/7 online service and support
- Live onsite customer support for users
- Paper, toner, parts, maintenance and replacement

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SECTION 3 - SYSTEM REQUIREMENTS - continued

3.1.4.4 Provide customers printing options

- o Print any 8 ½ x 11 document
- Print Word documents
- Print Power Point documents
- o Print Excel spreadsheets
- Print PDF files
- Print JPEG files
- o Print Microsoft Suite
- Print from jump drive
- o Print from any cloud service (i.e., Google Drive, Office 365, Dropbox, OneDrive, etc.)
- Print from personal computer
- Print wirelessly from any location on or off campus
- o Print from networked, non-network, smart phones and other Wi-Fi enabled devices
- Print in black/white and color
- Print in duplex

3.1.4.5 Integrated financial services

- Cost-benefit analysis reporting
- Secured and compliant card processing
- Student/Faculty/Staff merchant accounts interface

3.1.4.6 Convenient and Accessible locations for hardware and kiosk style devices

- Strategic placement of hardware and/or kiosk devices
- Customers print anywhere, anytime
- o Customers can release print jobs from any machine across the contractor's network.

3.2 Additions/Deletions/Changes

The successful Contractor is required to provide and install 57 pay-for-print kiosks at the current locations (see Attachment G) upon contract award, and is responsible for adding, decreasing, changing sites, and/or removal of pay-for-print kiosks/services at Contractor's own expense throughout the course of this contract per request of the College. Notice of such changes shall be in writing. The Contractor shall not charge the College <u>any penalty or early termination fees</u>.

3.3 Connectivity.

All equipment necessary to support this connectivity shall be provided and owned by the Contractor.

- Compatibility with the College's I.T. infrastructure functions
- o Performance over the network
- Contractor responsible for the cost of implementation

3.4 Seamless, Reliable and Convenient Service.

Any proposed solution must: 1) preserve or exceed the convenience, quality and reliability of current printing resources; 2) without cost burden to the College or end user; 3) must be seamless for end-users; and, 4) provide ease of payment capabilities. Solution(s) must leverage existing infrastructure and minimize the need for additional systems or resources for users, account management, authentications, authorization and billing; ensure 99.95% system availability; adhere to and be available during College service hours.

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SECTION 3 - SYSTEM REQUIREMENTS - continued

3.5 Third Party Agreements

The Contractor must notify the College of any third party agreements with independent contractors. The Contractor shall not have any right, power or authority to enter into an agreement for or on behalf of the College. The College will incur no liability for the third party agreements.

3.6 Full Implementation

The College anticipates full implementation of the pay-for-print program prior to the start of the Fall 2019 Semester, which begins August 26, 2019.

3.7 Copy Charges

Copy charges shall not exceed the amounts listed below.

Black/White Copy
Black/White Duplex
Color Copy
Color Copy Duplex
\$.10 per page
\$.17 per page
\$.50 per page
\$.85 per page

3.8 Art Department Print Management Requirements

The Art department currently uses high-end printing equipment (listed below). Solution shall also include card readers for this equipment to allow for payment of printouts via credit or debit cards. Submitted proposal shall include a solution that addresses this need, if available.

- Epson Stylus Pro 4880
- Epson Stylus Pro 4900
- Canon Pixma Pro1

Copy charges for above Art Department equipment shall not exceed the following:

8.5 x 11 prints \$1.00 per page 13 x 19 prints \$3.00 per page

3.9 Data Protection

If use of offered software or services includes the cloud or off-site storage of College data, Offers' are required to satisfactorily complete (as determined by Montgomery College IT Security Group) an associated questionnaire on security and privacy controls, and/or provide its latest SOC 2 report. The College reserves the right to disqualify any Offeror that fails to provide a satisfactory questionnaire and/or its latest SOC 2 report.

3.10 Hosting Requirement

The Contractor's proposed technology solution will be hosted by the Contractor or by a qualified third party Contractor.

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SECTION 3 - SYSTEM REQUIREMENTS - continued

3.11 Mandatory Requirement – Accessibility Conformance Report/VPAT

Offeror must submit an accessibility conformance report with response, if offering electronic content, software, hardware or support documentation and services in response to this solicitation. If an accessibility conformance report is not available, the Offeror must complete the Voluntary Product Accessibility Template (VPAT), and include in the Technical Proposal submission. The VPAT template is available at https://www.section508.gov/sell/vpat. A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process. Failure to submit either document may deem a proposal non-responsive.

3.12 Payment Card Industry (PCI) Compliance

The Contractor shall be responsible for the security of all credit card numbers and other cardholder data that it possesses or otherwise stores, processes or transmits on behalf of the College, and shall execute a contractual provision which meets the College's requirements in PCI Section 12.8.2 designating the Contractor as responsible for security of cardholder data.

The Contractor shall provide a solution that removes all Montgomery College networks from its PCI scope. Proposed payment card processing network solutions can include but are not limited to cellular or certified PCI P2PE technology or the use of a Contractor's supplied network.

All Contractor solution software and hardware will comply with and maintain such compliance with all applicable PCI compliance requirements related to credit card or debit card/PIN entry processing at the College. The Contractor must provide a PCI Attestation of Compliance (AOC) with bid submission, and as requested by the College throughout the life of this contract. Upon request, this will include Contractor's records indicating inspection of Contractor owned equipment on College property.

In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of College cardholder data, the Contractor must notify the College's General Counsel within 72 hours of the discovery.

The Contractor shall agree to defend and hold the College, its designated representatives and their officers, agents and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of the Contractor's failure to meet any of its obligations under PCI Requirements, or state/federal data breach law.

3.13 Revenue Sharing Plan

Rebate on sales paid to the College.

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

Upon completion of the technical proposal evaluation, Price Proposals from only those Offerors who achieve a minimum 60% of total available technical scores, will have their Price Proposal opened. Proposals with technical evaluation score less than 60% of the total available technical scores will not be considered further.

4.1.2 Evaluation Criteria

The College evaluation will be based on the following criteria:

4.1.2.1 Technical Proposal

70 (maximum available points)

Technical Proposals will be evaluated by the College Selection Committee based on the following criteria:

- a. Experience and Qualifications
- b. Pay-for-print no cost solution and services
- c. Implementation and Training plan
- d. Maintenance/Service and Communications plan
- e. Accessibility Conformance Report or the completed Voluntary Product Accessibility Template (VPAT)
- f. PCI Attestation of Compliance (AOC)

4.1.2.2 Price Proposal

30 (maximum available points)

Rebate to the College is the primary criteria for the Price Proposal. The Offeror with the highest rebate will receive the maximum points available. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

4.2 Award

Awards will be made in the best interest of the College to the **highest ranked responsible**, **responsive**Offerors, who can meet or exceed the terms, conditions, and scope of services of this solicitation.

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SECTION 4 - PROPOSAL EVALUATION AND AWARD - continued

4.3 College's Rights

The College reserves the following rights to be exercised at its sole discretion:

- The College is the sole judge regarding the merits of any proposals and will award to the Offeror offering the proposal found to be most advantageous to the College, based on the criteria and factors set forth in the RFP.
- To reject any or all proposals and to make awards in the best interest of the College. The College
 also reserves the right to cancel the Request for Proposals in its entirety.
- To determine as sole judge the merits of any proposal. The College's decision will be final.
- To accept or reject any item, term, or condition of a proposal.
- The College also reserves the right to add or delete services and negotiate pricing if it is determined to be in the best interest of the College to do so.

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SECTION 5 – REQUIRED SUBMITTALS

5.1 Proposal Submission

A submittal consisting of the Technical Proposal, Price Proposal, and other required submittals are required when responding to this Request for Proposal. <u>ONE original and five (5) copies of the Technical Proposal are required</u>. <u>One original Price Proposal shall be submitted in a separately sealed envelope and identified as such</u>. Proposals shall be certified, signed and dated by a bona fide agent of the Offeror and include minority classification. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions. Failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Technical Proposal Submittals

5.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Statement of Qualifications
- Description of Proposed Technical Services
- Experience and Qualifications
- Implementation and Timeline
- Communications Plan
- Additional and Value Added Services Offered
- Attachment A: Contractor Information Form
- Attachment B: Reference Form
- Subcontractor Listing (if applicable)
- Attachment E: Mid-Atlantic Purchasing Team Rider
- Attachment F: Service Level Expectations
- Accessibility Conformance Report or completed Voluntary Product Accessibility Template (VPAT)
- PCI Attestation of Compliance (AOC)

5.2.2 Transmittal Letter

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and include background and size of the organization, web presence, length of time required services listed herein have been provided, key business relationships, and contracting primary point of contact. The letter should summarize the key points of the proposal; must indicate the Offeror's

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SECTION 5 - REQUIRED SUBMITTALS - continued

understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.

5.2.3 Statement of Qualifications

The Offeror's statement of qualifications should demonstrate the Contractor's ability to provide the services as detailed in this RFP. This section should contain a brief history of the organization, the address of the main office and all other offices and their locations and the location of the Contractor's project manager who will be expected to serve Montgomery College. The Offeror shall also provide the following:

- a general description of the organization's business philosophy;
- approach to implementation and ongoing customer service;
- range of products and services available;
- commitment to support and years in the requested field of business.

5.2.4 Description of Proposed Technical Services

This section should contain a detailed description of the services proposed in response to this RFP. The information submitted including, narratives, documentation, listings and samples, should be sufficient to provide College evaluators with a comprehensive and clear understanding of the technical staff, methodologies, and capabilities proposed when compared to College requirements.

5.2.5 Experience and Qualifications

This section should demonstrate the Contractor's policies and commitment to the long-term support of the College's proposed services. Proposals should describe the Contractor's history of providing these services, and its customer service experience and policies, including service hours and service policies. The Contractor's history and consistency of performance and stability, business practices, and business reputation will be evaluated.

5.2.6 Implementation Plan and Timeline

This section should describe the contractor's implementation plan, timeline, training, and milestones for meeting the requirements of this project.

5.2.7 Communications Plan

This section should describe the contractor's plan for communicating system access (log-in and password) to customers each semester; and, system updates, outages, etc. to the College.

5.2.8 Additional and Value-Added Services Offered

This section should describe additional services or print management services available from the company that may not be requested in this bid along with pricing information. The College reserves the right to accept or reject any additional services offered during the first year of the contract.

5.2.9 Contractor Information Form (Attachment A)

Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment A.

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SECTION 5 - REQUIRED SUBMITTALS - continued

5.2.10 Reference Form (Attachment B)

Offerors must complete REFERENCES form provided in Attachment B to submit **three (3) references** from current or former customers **within the past three (3) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the services required in this solicitation. The College reserves the right to reject a Proposal based on an unsatisfactory reference; and, to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the nonresponsive one.

5.2.11 Subcontractors

Each Offeror must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work in related to the delivery of this procurement.

5.2.12 Mid-Atlantic Purchasing Team Rider Clause

Use Form provided in Attachment E. This is an optional submission.

5.2.13 Service Level Expectation Form (Attachment F)

Offerors shall complete the SERVICE LEVEL EXPECTATION FORM provided in Attachment F.

5.2.14 Accessibility Conformance Report or Voluntary Product Accessibility Template (VPAT)

Offerors must provide an Accessibility Conformance Report or completed Voluntary Product Accessibility Template (VPAT) as described in Section 3.11 of the bid document, and <u>submit with Technical Proposal response</u>.

5.2.15 PCI Attestation of Compliance (AOC)

Offerors must provide a current PCI Attestation of Compliance (AOC) as described in Section 3.12 of the bid document.

5.3 Price Proposal

Use Price Proposal Form provided in Section 6.

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SECTION 6 - PRICE PROPOSAL FORM

For the price proposal evaluation, please indicate the total rebate percentage rebate to the College based on an aggregate print per day of 450.

| 001 | Percentage Rehate to the C | follege based on the requirements/charges listed |
|-------------------------------|---|--|
| | herein. | % |
| Note to d | contractor: Submitted price must b | e inclusive of all costs associated with all requirements listed herein. |
| and/or terms a stipulat | services shall be provided or p and conditions specified and t | provide said goods and/or services as specified and that those goods performed in accordance with the RFP specifications, stipulations, and hat your firm has read and agrees to the College terms, conditions, ny College approved or authorized exceptions and that your firm will any contract resulting. |
| Compar | ny Name | Name |
| Title | | Authorized Signature and Date |

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ATTACHMENT A: CONTRACTOR INFORMATION FORM

| A.1 | I/We offer the terms, delivery fide agent, authorized to mak | and pricing for the requested products/services, and certify that I am a bona offers on behalf of the firm. | | | | | | |
|-------------|--|---|--|--|--|--|--|--|
| | | | | | | | | |
| A.2 | Minority Contractor: Yes | No | | | | | | |
| | If yes, please specify minority | lassification | | | | | | |
| A.3 | Price adjustment (is | not) necessary for other public agencies as listed. | | | | | | |
| A.4 | Please list any exceptions take taken may affect the award of | n to any terms and conditions listed in the RFP. Please note any exceptions a contract or purchase order. | | | | | | |
| A.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. | | | | | | | |
| A.6 | Please provide the following in | formation: | | | | | | |
| | Company Name | Years in Business | | | | | | |
| | Fodovol Tov. Niverbox | U.S. DOT Number | | | | | | |
| | Federal Tax Number | Dun & Bradstreet | | | | | | |
| | | Number | | | | | | |
| | Street Address | City, State, Zip Code | | | | | | |
| | Telephone Number | Fax Number | | | | | | |
| | Contact Person | Title | | | | | | |
| | Cell Number | E-Mail | | | | | | |
| | | Address | | | | | | |
| | | | | | | | | |
| Com | pany Name | Name | | | | | | |
| | | | | | | | | |
| Title | | Authorized Signature and Date | | | | | | |

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ATTACHMENT B – REFERENCES

| | REFERENCE 1 |
|---|---|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |
| | |
| | REFERENCE 2 |
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |
| F | DEFENSE A |
| | REFERENCE 3 |
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |
| Please note: References lis in this RFP document. | ted must be able to confirm the Offeror's ability to provide the services requested |
| References submitted by | Company Name |
| | Company Name |

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ATTACHMENT C – NO PREPOSAL RESPONSE FORM

| Please be advised the for the following reasons | | o submit a proposal in response to the above-captioned RFP |
|---|---|--|
| Too busy a | t this time | |
| Not engage | d in this type of work | |
| Project is to | oo large or small | · |
| Cannot me | et mandatory specifications (Ple | ase specify below) |
| Other (Plea | se specify) | |
| | | |
| | | |
| <u> </u> | | |
| | | |
| Company Name | | Name |
| Street Address | | Authorized Signature and Date |
| City, State, Zip Code | | Title |
| Please return to: | Montgomery Community Colle Office of Procurement 9221 Corporate Boulevard Rockville, Maryland 20850 | ge |

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ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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 Vice President 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.

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ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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 Vice President 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.

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ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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 Boulevard, 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 Boulevard, 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.

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ATTACHMENT D - GENERAL CONDITIONS AND INSTRUCTIONS

In 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.

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ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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 AND INSTRUCTIONS

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.

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ATTACHMENT D - GENERAL CONDITIONS AND INSTRUCTIONS

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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror's sole expense.

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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, contractors 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/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

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ATTACHMENT F – SERVICE LEVEL EXPECTATIONS

| | ustomer Support via Phone (000) 000-0000 y-Friday 7:00am-11:00pm (EST) | | |
|--|--|---|---|
| ☐ Live Ch | ay and Sunday 9:00am-9:00pm (EST) | | |
| ☐ Site Ma | Contact or of Customer Service, Phone (000) 000-000 anager, phone, email ct Manager, phone, email | 00, email address | |
| Customer students a Customer system. | r Support Support Support covers all service categories receive and community users of the pay for print kio Support service issues can be reported via the The Ticket Support System is used typically fely resolved. The ticket enables the custome i. | sks located on Montgo telephone, live online of for hardware or softwa | mery College property. hat or ticket support re issues that cannot be |
| | | | |
| Priority Service | | Initial Contact from Time of | Problem Resolution |
| Service | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. log- | | 1 |
| Service Level High | Service Description Problems reported directly at kiosk that | from Time of | 1 |
| Service Level High | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. login, account discrepancies) | from Time of | 1 |
| Service Level | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. login, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and | from Time of | 1 |
| High High Medium N/A Notes: | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. login, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is | from Time of Receipt aximum response expert the standard schedule | Resolution |
| High High Medium N/A Notes: Th bu Sa | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. login, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and software reconfiguration issues) e service response times shown represent makiness hours. Service issues reported beyond | from Time of Receipt aximum response expend the standard schedulation times. | ectations during e Sunday through |
| High High Medium N/A Notes: Th bu Sa Th du 95 du | Service Description Problems reported directly at kiosk that prevent end-user from printing (i.e. login, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and software reconfiguration issues) e service response times shown represent makes the service issues reported beyond turday require extended response and resolutions. | from Time of Receipt aximum response exped the standard schedule ation times. When the of the time that the otely. System updates | ectations during e Sunday through e service is requested. |

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ATTACHMENT G – PRINT KIOSK LOCATIONS

| Rockville | | Kiosk Type | | | Total |
|---|-------|-------------|----------|-----|-------|
| Location | Bldg. | Room(s) | Standard | ADA | rotan |
| *Library | MT | 110 | 4 | 1 | 5 |
| Library | MT | 200 | 1 | - | 1 |
| Library | MT | 300 | 1 | | 1 |
| *Math/Science Lab | SW | 114, 125 | 3 | | 3 |
| *Writing Center | MT | 20 | 2 | | 2 |
| Common Area/Corridor near room 436 | SC | 4th fl | 1 | | 1 |
| Student Lounge | SC | 150 | 1 | | 1 |
| Welcome Center | SB | 102 | 1 | | 1 |
| *General Purpose Lab | CS | 25-26 | 1 | | 1 |
| *General Purpose Lab | HU | 312 | 2 | | 2 |
| *DSS Learning Ctr. | СВ | 116 | | 1 | 1 |
| Common Area/near | | | | | |
| Security entrance | CB | Lobby | 1 | | 1 |
| Common Area/ | | | _ | | |
| Next to student dining | CC | 1st Floor | 1 | | 1 |
| Campus Total | | | | | 21 |
| Germantown | | | | | _ |
| *Library | HS | 110 | 2 | | 2 |
| Library | HS | 200 | 1 | | 1 |
| Library | HS | 107 | | 1 | 1 |
| Common Area | НТ | 1st/Grd | 1 | | 1 |
| *Science Learning Center | BE | 244 | 1 | | 1 |
| Writing Center | SA | 150 | 1 | | 1 |
| Corridor near Welcome Center | SA | 1st Floor | 1 | | 1 |
| Lobby/Common area near vending machines | PK | 1st Floor | 1 | 1 | 2 |
| Common Area (inside dining room) | HS | Cafeteria | 2 | | 2 |
| Common Area | HS | 1st Floor | 1 | | 1 |
| Campus Total | | | | | 13 |
| Takoma Park/Silver Spring | | | | | |
| *Library | RC | 100 | 2 | | 2 |
| Library | RC | 215 | 2 | 1 | 3 |
| Vending Bank (Formerly Campus Store) | CF | 1st Floor | 1 | | 1 |
| Writing Center | RC | 105J | 2 | 1 | 1 |
| *Social Sciences Center | СМ | 110 304- | 2 | | 2 |
| *Student Technology Center | ST | 304A | 4 | 1 | 5 |
| Common Area (next to dining room) | ST | 1st Floor | 1 | | 1 |
| Common Area (2nd floor dining room) | ST | 2nd floor | 1 | | 1 |
| Science Learning Center | SN | 102 | 2 | | 2 |
| *Medical Learning Center | HC | 221 | 2 | | 2 |
| Common Area (corridor near 101) | HC | 1st Floor | 1 | | 1 |
| DSS Learning Center | ST | 230 | | 1 | 1 |
| Math Tutor Center | P1 | 101D | | 1 | 1 |
| Campus Total | | | | | 23 |

^{*}Storage space for supplies and materials in these locations