

OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL TITLE: OFFICE PRODUCTS AND SERVICES  
RFP NUMBER: E520-039  
RFP CLOSING DATE: MAY 11, 2020 @ 3:00 PM



**ADDENDUM #3**

Issued: April 28, 2020

**ADDENDUM FOR THE PURPOSE OF:**

- To extend the closing date from May 8, 2020 at 3:00 pm to May 11, 2020 at 3:00 pm
- To provide the attached questions & answers
- To replace Section 8 Price Proposal, with the attached revised Price Proposal

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

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

Patrick Johnson, MBA  
Director of Procurement

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

**NOTE:** All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **May 11, 2020.**

**REMINDER:** Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time at [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time.**

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

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

\_\_\_\_\_  
Date

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

**OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: OFFICE PRODUCTS AND SERVICES**  
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**RFP CLOSING DATE: MAY 11, 2020 @ 3:00 PM**

Vendor Questions	MC Response
1. Regarding your existing contract with your current vendor, it is stated that your catalog discount is 65.1% off of manufacturer list price. Can you please provide all exceptions that were listed by incumbent vendor?	There are no exceptions listed.
2. The RFP is due electronically by 3 p, EST, May 8 <sup>th</sup> . Considering the current stay at home orders in Maryland, is there still a requirement to submit a hard copy as well? If yes: is the hard copy due at the same time?	Yes, a single hard copy proposal is still required. It is preferred that hard copy proposal be submitted by the proposal submittal deadline date, but not required. Hard copy proposal must be received by the College prior to contract award.
3. We see printers are listed as blocked items, but notice two printers (one with a quantity of 100 and the other with a quantity of 66) on the bid list: a. Do you have a printer standards program? b. Will similar quantities of these two printers be ordered annually? c. Were these printers purchased as a bulk/on time buy? d. Is hardware included in the HP bid deal?	Printers will be excluded from this contract. Printers and associated quantities have been removed from the Price Proposal. Original Price Proposal has been replaced by the attached, "REVISED PRICE PROPOSAL"
4. The estimated annual spend on the RFP is 1.1m: What was the annual spend on the contract for each of the last three years individually?	2017 = \$985,315 2018 = \$871,719 2019 = \$1.1 million
5. There is a printer on the Price Proposal, line 85: HEWE3E03A. Printers are not included in this bid however. Do you still want this item priced?	Printers will be excluded from this contract. Printers and associated quantities have been removed from the Price Proposal. Original Price Proposal has been replaced by the attached, "REVISED PRICE PROPOSAL"

\*\*\*\*\* End of Questions & Answers \*\*\*\*\*

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**SECTION 8 – REVISED PRICE PROPOSAL**

In order to be considered for award, Offeror must bid on all items listed below. Offeror must provide unit pricing for each line item, in addition to extended (total annual) price.

**GROUP I: CORE CONTRACT ITEMS**

Item#	Product Code	Description	UM	Unit Price	Annual Qty	Total Annual Price
1	HAM162008	PAPER,LTR,TIDAL,WE	CT		1,846	\$
2	BLZ41200	PAPER,LTR,98BRT,WHITE,5000/CT	CT		652	\$
3	XER3R02047	PAPER,LTR,F/4200DP,WE,92B	RM		588	\$
4	SAN81505	ERASER,DRY ERASE SOFT PILE,5 1/8W X 1 1/4H	EA		490	\$
5	WBM97200	PAPER,FLGSHP BRIGHT8.5X11,98BR,20#	CT		450	\$
6	PERR11476903DP	WATER,ECO,DEER PARK,1/2L,24/CT,NONDEPOSIT	CT		437	\$
7	SAN80001	MARKER,EXPO 2,CHISEL,BK	DZ		423	\$
8	BLZH2O5GS	WATER,5GAL JUG,BLIZZARD,SOUTH	EA		385	\$
9	UNV10210	CLIP,BINDER,MEDIUM	DZ		367	\$
10	UNV47210	CARD,INDEX,RULED,3X5,WE [LL0275377]	PK		366	\$
11	HEWC2P23AN	INKCART,HP 934XL,HY,BK-1K	EA		363	\$
12	BICGSM11BK	PEN,ROUND STIC,MED,BK	DZ		329	\$
13	PERR100705DP	WATER,DEER PARK,48/8OZ,NONDEPOSIT	CS		327	\$
14	SAN80008	MARKER,EXPO2,CHISEL,PURPLE,EA	EA		326	\$
15	UNV10200	CLIP,BINDER,SMALL,BC05,99020,78200	DZ		313	\$
16	DIX12886	PENCIL,ORIOLE,#2,PRESHRP	DZ		308	\$
17	OXF29900055BGD	HOLDER,CERTIFICATE,5/PK,BK	PK		305	\$
18	AAGAY200	PLANNER,PROF,MO,8X11-7/8,AY,JUL-AUG,BK [SO]	EA		303	\$
19	VER95236	DRIVE,USB 4GB,RD	EA		291	\$
20	HEWF6U19AN	INKCART,HP 952XL,BK-2K	EA		269	\$
21	AVE05706	BINDER,VIEW, 1/2"WHITE,(18517)(WLJ36213W)(BSN09951)	EA		247	\$
22	HEWC8767WN	INKCART,#96 21MIL BLK-800PG	EA		239	\$
23	SAN80003	MARKER,EXPO,2,CHISEL,BE	DZ		233	\$
24	SAMU86308	BNDR,1",VIEW,2PK,GPE	PK		215	\$
25	UNV79000	STAPLE,SHARP PT,5M/BX(66000	BX		206	\$
26	HEWC2P19AN	INKCART, F/HP 934 BLK-400PG	EA		204	\$
27	HEWN9H65FN	INCART,HP935 CVP CMY,AST	PK		201	\$
28	MEA05510	BOOK,THEME,10.5X8,7OCT	EA		195	\$
29	AVE05711	BINDER,VIEW, 1" WHITE (WLJ36214W)	EA		186	\$
30	MMM691HLP3	FLAG PEN HIGHLIGHTER 3PK	PK		186	\$
31	HEWC2P26AN	INKCART,HP 935XL HY,YL-825PG	EA		182	\$
32	HEWCN053AN	INKCART, 932 XL,BK-1K	EA		171	\$
33	HEWC2P24AN	INKCART,HP 935XL HY,CN-825PG	EA		170	\$
34	NES35110BX	FOOD SRV,CREMR,LIQUID,REG,,38 OZ,50/BX	BX		167	\$
35	HEWC2P25AN	INKCART,HP 935XL HY,MG-825PG	EA		166	\$
36	HEWC9363WN	INKCART,#97 TRICLR 14ML-560PGS	EA		161	\$
37	UNV10220	CLIP,BINDER,LARGE,78220	DZ		159	\$
38	VER97087	DRIVE,USB FLASH 4GB,BE	EA		156	\$
39	SAN80002	MARKER,EXPO,2,CHISEL,RD	DZ		155	\$
40	AVE23079	INDEX,BNDR,LTR,8TAB,CLRD	ST		152	\$
41	CLI06650	BNDR,POCKET,WRTON,AST	ST		151	\$
42	MAX190560	HEADSET,EAR BUD,BK	EA		150	\$
43	SAN80004	MARKER,EXPO,2,CHISEL,GN	DZ		150	\$
44	UNV10199	CLIP, BINDER, 15MM,DZ	DZ		145	\$
45	UNV55400	PENCIL,HB #2,YELLOW BARREL,DOZEN	DZ		141	\$
46	HEWN9K27AN	INKCART,HP952,CYN, MAG, YEL 3 / PK	PK		140	\$
47	HAM103267	PAPER,FORE MP,LTR,20#,WE	CT		139	\$
48	DXE5356CD	CUPS,HOT,16OZ,PERFECTOUCH,COFFEE DREAMS,50/PK	PK		138	\$
49	CASMP2201BE	PAPER,XERO/DUP,20#,LTR,BE	RM		134	\$
50	OXF29900235BGD	HOLDER,CERTIFICATE5/PK,DBE	PK		134	\$

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**SECTION 8– REVISED PRICE PROPOSAL-continued**

51	DIE60052101	KCUP, DONUT SHOP, REGULAR, 24/BX, SLIM	BX		134	\$
52	BICGSM609BK	PEN,ROUND STIC 60 PACK,BK	BX		130	\$
53	AVE19601	BNDR,DURBLE VIEW 1IN,WHITE	EA		129	\$
54	CASMP2201CY	PPR,8.5X11,20LB,CANARY,500/RM(LMPIT160)	RM		128	\$
55	HEWCN056AN	INKCART,933XL,YL-825PG	EA		126	\$
57	AVE17001	BNDR,DURBLE VIEW 1/2,BK	EA		123	\$
58	HEWCN054AN	INKCART, 933 XL,CN-825PG	EA		121	\$
59	UNV72220BX	CLIP,JUMBO,SMOOTH,100/BX	BX		120	\$
60	VER97088	DRIVE,USB FLASH 8GB,BE	EA		119	\$
61	HEWLO567AN	INKCART,HP 952XL,YL-1.6K	EA		118	\$
62	OXF44212	HOLDER,DPLMA CERT12X10,BE	EA		117	\$
63	DMN401424	SUGAR,GRANULATED,CANISTER,20 OZ.,24/CT(00725)	EA		116	\$
64	PAP2254	PENCIL,WARRIOR,#2,BK	DZ		115	\$
65	HEWLO561AN	INKCART,HP 952XL,CN-1.6K	EA		115	\$
66	QRT5001M	MARKER,ENDURA,CHSL4ST,AST	ST		114	\$
67	HEWCN045AN	INKCART,950XL,BK-2.3K	EA		114	\$
68	HEWCN055AN	INKCART,HP 933XL,MG-825PG	EA		113	\$
69	SAN1752229	CLEANER,EXPO 22OZ NONTOX	EA		112	\$
70	KCC21200	TISSUE,FACIAL,2PLY,POP-UP,WHITE,3/PK	PK		112	\$
71	HEWC2P21AN	INKCART, F/HP 935-MAG-400PG	EA		112	\$
72	HEWLO564AN	INKCART,HP 952XL,MG-1.6K	EA		111	\$
73	AVE05726	BINDER,VIEW, 1.5" WHITE,(18557)(WLJ36234W)	EA		110	\$
74	AVE74171	SHEET PROTECTOR,NONSTIK,CLR	PK		109	\$
75	HEWC2P22AN	INKCART, F/HP 935-YEL-400PG	EA		109	\$
76	CRD26310	BNDR,XLIF,SLT RNG,1.5",WE	EA		108	\$
77	DXE2340PATHPK	CUP,HOT,PAPER,10OZ,PATHWAYS,50/PK	PK		107	\$
78	TOP25095	NOTEBOOK,MEMO,5X3,SIDOPN	EA		105	\$
79	GOJ965212	CLEANER,PURELL,INS,HND,8OZ	EA		105	\$
80	HEWC2P20AN	INKCART, F/HP 935- CYN-400PG	EA		105	\$
81	UNV72210	CLIP,#1,GEM,SMOOTH,1M/PK	PK		104	\$
82	NES35170BX	FOOD,CREMR,LIQD,FRNCHVNLA,,38OZ,50/BX,4BX/CT	BX		104	\$
83	CASMP2201GN	PAPER,XERO/DUP,20#,LTR,GN	RM		102	\$
84	WBM20630	PAD,LGL RULD,PERF,LTR,WE (20-360)	DZ		102	\$
86	DXE5310DXPK	CUP,HOT,PAPER,PERFECTOUCH,10OZ,COFFEE HAZE,25/PK	PK		99	\$
87	SWI35450	STAPLES,FULL STRIP,5M/BX	BX		98	\$
88	GMT6520	KCUP, GMT, BREAKFAST BLEND LIGHT, 24/BX, SLIM	BX		98	\$
89	SAN80078	MARKER,EXPO,CHSL,8/ST,AST(80678)	ST		97	\$
90	BICGSM11BE	PEN,ROUND STIC,MED,BE	DZ		96	\$
91	JAM218912242	PLASTIC 1" BINDER, PURPLE 3 RING BINDER, EA	EA		96	\$
92	CSOSL300SV	CALC,HHLD,DUALPWR,8DIGIT	EA		95	\$
93	WBM12113	FOLDER,MLA,1/3 CT,LTR,100EA/BX [370-1/3]	BX		95	\$
94	DEF69201	HOLDER SIGN STAND-UP LETTER	EA		95	\$
95	PAP3030131	PENCIL,#2LEAD,DISP (DOZEN)	DZ		91	\$
96	GEO45332	COVER,DOCUMENT COVER,NY	PK		91	\$
97	AVE11903	DIVIDER,PLST PCKT 8TB,AST	ST		90	\$
98	SAN82001	MARKER,EXPO 2,BULLET,BK	DZ		90	\$

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**SECTION 8- REVISED PRICE PROPOSAL-continued**

99	GMT4061	KCUP, GMT, DARK MAGIC EXTRA BOLD, 24/BX, SLIM	BX		90	\$
100	KCC21271PK	TISSUE,FACIAL,BOUTIQ,6/PK	PK		89	\$
101	DXEFH207	FORK,PLASTIC,PS,HW,WHITE,100/BX	BX		89	\$
102	NESR50055	WATER,DISTILLED,5 GAL, DEER PARK	EA		89	\$
103	MMMC38BK	DISPENSER,TAPE,DESK,BK	EA		86	\$
104	AVE11201	DIVIDER,INDEX 8TAB,AST	ST		85	\$
105	BLZH2O5GSDEPOSIT	BOTTLE,DEPOSIT,5G,SOUTH	EA		85	\$
106	AVE05710	BNDR,ECONO VIEW 1 IN,BK,(18530)(WLJ36214B)	EA		85	\$
107	HEWC9353FN	INKCART,96/97 BLK (860PG) & TRICOL(560PG)	PK		84	\$
108	NES35180BX	CREAMR,LQD,CFFEMT,HZLNUT,.38 OZ, 50/BX	BX		83	\$
109	CASMP2201PK	PAPER,XERO/DUP,20#,LTR,PK	RM		83	\$
110	SOUCT1R	AWARDS,CERT,BLUE,15/PK,IY	PK		83	\$
110	OXF5049526	FOLDER,METALLIC 2 PKT,PE	BX		83	\$
111	MEA06132	NOTEBOOK,BUS,MEETNOTES,WIRE,8-1/4X11,80SH,BK	EA		82	\$
112	HEWCN060AN	INKCART,HP 933,YL-330PG	EA		82	\$
113	UNV00700	STAPLE REMOVESR(93050,95691)	EA		81	\$
114	GOJ902210BX	WIPES,PURELL,SANITIZING	BX		81	\$
115	DIX13830	PENCIL,TIC #2 PRESHARP,YL,30/PK	PK		80	\$
116	MKL24002	CREAMER,CAN,12OZ,24/CT(DMN0700)	EA		79	\$
117	BAL8574GM	DISPENSER,LENS CLNER100BX	BX		78	\$
118	AVE74404	PROTECTOR,DSPLY,10/PK,CR	PK		76	\$
119	HEWCN059AN	INKCART,HP 933,MG-330PG	EA		76	\$
120	GEO44407	PAPER,CERTIF 60# 12SH,GD	PK		75	\$
121	GOJ363912	SANITIZER,PURELL,ALOE,12OZ	EA		75	\$
122	CRD11111	BNDR,ESYOPN,CV,LCK1.5",BK	EA		75	\$
123	DXEUX9WSPK	PLATE,ULTRALUX,MW,8.5",PATHWAY,125/PL	PK		75	\$
124	DXE2342PATHPK	CUP,HOT,12OZ,PATHWY,50,WH	PK		74	\$
125	AVE17012	BINDER,VIEW 1"WHT	EA		73	\$
126	AVE09501	BNDR,SLNTRNG,11X8.5,2",WE (WLJ38544W)	EA		73	\$
127	OXF57513	PORTFOLIO,2PCKT,ASST,25BX	BX		73	\$
128	SAN69025	PEN,RBALL,VSNELT,FN,PE	EA		72	\$
129	PGC87611BX	TISSUE,PUFFS,BSC,180SH,WHT	BX		72	\$
130	AAGSK2400	CALENDAR,DESK PAD,MO,22X17,JAN-DEC,BK/WE	EA		72	\$
131	CASMP2201LV	PAPER,FRWX,8.5X11,20LB,LV	RM		72	\$
132	UNV47200	CARD,INDEX,PLAIN,3X5,100EA/PK,WE[74814]	PK		71	\$
133	OXF40280	CARD,INDX,RULD,3X5,AST,1C	PK		71	\$
134	AVE11111	INDEX,BNDR,11X8.5,8CLRD	ST		70	\$
135	HEWCN058AN	INKCART,HP 933,CN-330PG	EA		70	\$
136	HEWN9H56FN	INKCART,HP933,CMY,3/PK	PK		70	\$
137	HEWCE401A	TONER,HP 507A,CYN-6K	EA		70	\$
138	SAM18957	BINDER,RECYCLED,INSERT,1.5",WHITE	EA		69	\$
139	HEWF6U15AN	INKCART,HP 952,,BK-1K	EA		69	\$
140	MMM209024A	TAPE,PAINTERS,.94X60,BLUE	RL		66	\$
141	BICMPLWS11BLK	PENCIL,MECHANICL,0.9MM,BK	DZ		66	\$
142	SAN30001	MARKER,SHARPIE,FINE PT,BK (EA=1 MARKER)	DZ		66	\$
143	HEWCN057AN	INKCART, 932,BK-400PG	EA		66	\$
144	DURMN2400B24000	BATTERY,COPPRTP,AAA,24/BX (MN2400BKD01)	BX		66	\$
145	OXF51726	PORTFOLIO,LTR,PE	BX		66	\$
146	HEWCE403A	TONER,HP 507A,MAG-6K	EA		66	\$
148	BWK6500BX	TISSUE,FACIAL,2PLY,30/100	BX		65	\$
149	ZEB22210	PEN,BPT,RET,Z-GRIP,1MM,BK	DZ		65	\$
150	HEWCF300A	TONER,BLK.#827A,F/M880-29.5K	EA		65	\$

<b>GROUP I CORE ITEM GRAND TOTAL</b>	<b>\$ _____</b>
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**ADDENDUM #2**

Issued: April 23, 2020

**ADDENDUM PURPOSE:**

- To provide the attached questions and answers.
- To change due date for questions and answers from 4:00 pm, April 22, 2020 to 4:00 pm, April 27, 2020.

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

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

Patrick Johnson, MBA  
Director of Procurement

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**NOTE:** All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **May 8, 2020.**

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

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

\_\_\_\_\_  
Date

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

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Vendor Questions	MC Response
1. Can you provide access to your HP Big Deal, permission from Montgomery College is required? This is needed to access the big deal pricing available to the College and include in our proposal.	In order to access Montgomery College's Hewlett Packard (HP) Big Deal pricing, vendors must be an HP Qualified Partner for Supplies. If you meet the requirement please contact David Catalano, HP Account Manager at <a href="mailto:david.t.catalano@hp.com">david.t.catalano@hp.com</a> for assistance.
2. The due date on questions is currently due April 22, 2020. Can we request an extension for the questions to April 24, 2020 to allow for a thorough review of the RFP?	The deadline for the submission of questions has been extended to April 27, 2020, by 4:00 pm.
3. The RFP states the annual spend on your office supply program is 1.1 million annually: what percent of that 1.1 million is represented by the bid list?	50% to 60%
4. Do you know what your average order size is?	The average size of an order may vary based on the needs of the departments.
5. We see there are five gallon water bottles and a bottle water deposit fee on the bid list: a. Do you have a bottled water program in place? b. Do you rent or own your own water coolers used with those bottles?	a. The College does not have a bottled water program in place. b. Department(s) both rent and/or buy water coolers.
6. Who is the current office supply contractor?	WB Mason Company
7. We see MBE's are encouraged to respond, how is that calculated into the evaluation criteria point total?	Minority participation is encouraged, but is <b>not</b> a part of the evaluation criteria.
8. Section 2.3 has a different response time than section 4.6, which response time frame is correct?	It should read: <ul style="list-style-type: none"> <li>▪ 2-4 hours or less response time for all problem calls and inquiries.</li> <li>▪ 24-hour problem resolution response time.</li> </ul>
9. Will the Headquarter building on Observation Drive be included in the contract, as well as any new locations to added? It is not on the delivery locations list.	The Germantown campus located at 20200 Observation Drive will be included in the contract as well as any new buildings that are added. Check website at <a href="https://www.montgomerycollege.edu/about-mc/campuses-and-locations/">https://www.montgomerycollege.edu/about-mc/campuses-and-locations/</a> for campuses and locations.
10. How many end users place orders?	There are up to 200 active accountholders.
11. Invoicing/Payment. We see the reference to p-cards in addition to invoicing in the RFP: a. What percentage of the purchases are via p-card? b. What percentage of the purchases are invoiced? c. Is the invoice frequency daily, weekly or monthly? d. Are the payment terms net 30 on invoicing?	a. 70% b. 30% c. Monthly. d. Invoice payment terms should be net 30.
12. Non-core discount. a. What is the non-core discount on your current contract? b. How are items which are not in that catalog priced? c. What is the estimated dollar value for non-core items in the RFP? d. How will the discount be calculated and weighted?	a. Non-Core items discounts from manufacturer's list price in WB Mason's current Corporate Catalog at 65.1%. b. Same as above. c. \$500,000 to \$700,000 estimated (Subject to change based on actual purchases). d. Offered discount will be assigned a portion of the points allowed for pricing
13. May we request a copy of the current/expiring office supply agreement?	A request for authorization to release has been submitted. Pending approval, the information will be shared once it's available.

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**\*\*\*\*\* End of Questions & Answers \*\*\*\*\***



OFFICE OF PROCUREMENT  
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**ADDENDUM #1**

Issued: April 16, 2020

**ADDENDUM FOR THE PURPOSE OF:**

- To extend the RFP Closing Date from April 30, 2020 at 3:00 p.m., to **May 8, 2020 at 3:00 p.m.**

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

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Patrick Johnson, MBA  
Director of Procurement

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

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

\_\_\_\_\_  
Date

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



Office of Procurement  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO. E520-039**

**RFP TITLE: OFFICE PRODUCTS & SERVICES**

All proposals MUST BE RECEIVED electronically by 3:00 PM EST time on **April 30, 2020**

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: NONE**

**MINORITY VENDORS 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.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', with a horizontal line extending to the right.

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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: OFFICE PRODUCTS & SERVICES**  
**RFP NUMBER: E520-039**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 P.M.**

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal to provide Montgomery College with next day, desktop delivery of office supply products, and services, on an as needed basis, in accordance with the terms, conditions, and specifications 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 (New) Electronic Proposal Submittal Due Date**

All responses to this Request for Proposal must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email.

**Note:** See **Section 6 Proposal Submission** for full detailed submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Proposal are due by **3:00 p.m. on April 30, 2020** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** 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.

**1.3 Contact Information**

Request for information or technical questions related to this solicitation should be directed to **Cherree Adams, Purchasing Manager**, via e-mail to [cherree.adams@montgomerycollege.edu](mailto:cherree.adams@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 via email and received by **4:00 pm, April 22, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

**1.4 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 Offerors 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**

**1.5 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.

**1.6 General Conditions and Instructions**

Offerors shall refer to, understand, and agree to Attachment D, General 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.

**1.7 Submitted Pricing**

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 6). 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 Offerors 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.

**1.8 References**

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offerors ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

**1.9 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**

**1.10 Proposal Evaluation**

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

1.10.1 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 responsibility:

- 1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
- 1.10.1.2 Offeror is financially stable.

1.10.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

- 1.10.2.1 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.
- 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

**1.11 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:

- 1.11.1 Failure to meet the mandatory specifications and requirements.
- 1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.11.3 Failure to supply appropriate and favorable client references.
- 1.11.4 Submittal of an incomplete Price Proposal page.
- 1.11.5 Failure to sign the proposal.
- 1.11.6 Failure to return any addenda acknowledgements
- 1.11.7 Submittal of conditional, alternate or multiple proposals.
- 1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.12 Required Submittal List**

- Technical Proposal, and the following attachments:
  - Requirements Checklist
  - References (Attachment B)
  - Contractor Information Form (Attachment C)
  - Subcontractor List, if applicable
  - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 8)
- Mid-Atlantic Purchasing Team Rider Clause (optional)

**1.13 Failure to Submit**

Failure to provide any of the items noted in Section 1.12, may deem a proposal non-responsive.

**1.14 Estimated Contract Quantities**

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

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**1.15 Contract Award**

A single award will be made in the best interest of the College to the highest evaluated responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offeror's will be based on Offeror qualifications and experience, implementation plan, references and competitive pricing. The evaluation for award will be made based on 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.

**1.16 Contract Documents**

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order, if applicable, will form the contract. Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, 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.

**1.17 Contract Term**

The initial term of this contract will be for one year, from **July 1, 2020 through June 30, 2021**. At the sole option of the College, the contract may be renewed for four additional one-year terms, provided service has been satisfactory, funding is available, and renewals are in the best interest of the College.

**1.18 Contract Pricing**

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

**1.19 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.

The 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.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.20 Insurance Requirements**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within 10 days of notice of award.

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

**Workers compensation Insurance** covering the Contractor’s employees

As required by Maryland State law with the following minimum limits:

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

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

Bodily Injury and Property Damage:

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

- Contractual Liability – Premises and Operations
- Independent Contractors

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

Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property Damage:	\$300,000 each occurrence

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

These coverage’s and limits are to be considered minimum requirements under this Agreement 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’ 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.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.



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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.21 Certificate of Liability Insurance**

The 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. **E520-039**. Current certificates must be provided to the College throughout the contract term.

**1.22 Termination of Insurance**

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

**1.23 Contract Assignment**

The 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.

**1.24 Contract Deadlines and Failure to Deliver**

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. 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.

**1.25 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number, if applicable. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.26 Public Record and Proprietary Information**

The information contained in vendor 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. **Offeror's must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature, as permitted under the Maryland Public Information Act.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.27 Confidentiality**

The 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. Offeror’s 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.

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

**2.1 Background**

Montgomery College is a public, fully accredited institution. The College serves roughly 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. The College is dedicated to student success and widely recognized for the quality and scope of academic programs. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The current office supply contract will expire June 30, 2020. Orders are placed, via a web-based online ordering system. Desktop delivery is usually made within 24 hours of order placement, at each campus, and other off-site locations. In addition, Montgomery College participates in the **Hewlett Packard's Big Deal program**.

Estimated annual spend was valued at **\$1.1 million**. This is only an estimate, and does not constitute a commitment on the part of the College to purchase stated amounts.

**2.2 General Scope of Work**

The College is seeking a qualified offeror to provide quality office products, maintain a high level of customer service, and deliver to customers using the most efficient methods available. The successful Offeror is required to deliver ordered office supplies on a next day, desktop basis. Pick-up and return of any ordered supplies, along with prompt credit applied to returned items. Montgomery College locations include, but not limited to the following:

- Rockville Campus
- Germantown Campus
- Takoma Park/Silver Spring Campus
- Takoma Park Open Lab
- Workforce Development and Continuing Education Centers
- Central Services Bldg.
- Central Receiving Warehouse
- And other off-site locations

**2.3 Expectations**

Montgomery College desires an office supply Offeror that will provide positive customer service in all its dealings with College employees. During the entire term of contract, the selected Offeror shall provide to the College, at a minimum, the following:

1. Dedicated Account Representative
2. Dedicated Customer Service Representative
3. 1-800 telephone number for billing/inquiry/problem resolution questions
4. 2-4 hour or less response time for all problem calls and inquiries
5. 24-hour problem resolution response time

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**SECTION 2 – BACKGROUND AND SCOPE OF WORK-continued**

**2.4 Award Contractor Responsibility for Employees/Subcontractors**

The awarded contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times, enforce strict discipline and good order among the contractor's employees, and shall not employ on the work site, any unfit person or anyone not skilled in the task assigned.

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**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS**

**3.1 Minimum Qualifications of Proposing Offeror**

The Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

**3.2 Mandatory Qualifications Requirements of Proposing Offeror**

Offeror (proposing company) must meet the following requirements:

- Have been in the office supply business for a minimum of ten (10) years.
- Have in place, minimally, three-year operational online ordering system on a secured server that offers web-based online ordering 24 hours a day, 7 days a week.
- Provide next-day desktop delivery of office supplies.
- Licensed to do business in the state of Maryland.

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**SECTION 4 – SERVICE & TECHNOLOGY REQUIREMENTS**

**4.1. Web-Based Online Ordering System Requirement**

Offeror must provide an online ordering system that, at a minimum, include the following:

1. Operational secure Internet-based ordering system for placing office supply orders.
2. Ordering website, with limited customizations that can be accomplished using available features, without any further required programming, to include Montgomery College identifiers.
3. Ordering system training, as needed by College.
4. Training materials for ordering system.
5. Ordering system must allow end-user access to established core list (contracted items) and non-core catalog items.
6. Provide tracking status information after an order has been submitted.
7. Offer eco-conscious/recycled items.

**4.2 Network and Hosting Requirement**

The Offeror proposed technology solution will be hosted by the Offeror or by a qualified third-party vendor. The Offeror or its subsidiaries or subcontractors shall not transmit data on or through the College network, or any devices that are a part of that network, or store data on any devices that are part of that network.

**4.3 Purchasing Card Acceptance**

The College has instituted a purchasing card program, and the Offeror shall accept the associated purchasing card (Visa) as a form of online payment by the College, at no additional cost, in addition to paper invoices.

**4.4 Payment Card Industry (PCI) Compliance**

The Offeror 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 designating the Offeror as responsible for security of cardholder data.

All Offeror solution software and hardware must comply with all applicable PCI compliance requirements related to credit card or debit card/PIN entry processing at the College. The Offeror shall provide an annual PCI Attestation of Compliance (AOC), as requested by the College. Upon request, this will include Offeror's records indicating inspection of Offeror-owned equipment on College property. In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of College cardholder data, the Offeror shall notify the College's General Counsel within 72 hours of the discovery.

The Offeror 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 Offeror's failure to meet any of its obligations under PCI Requirements, or state/federal data breach law.

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**SECTION 4 – SERVICE & TECHNOLOGY REQUIREMENTS-continued**

**4.5 Desktop Delivery Requirements**

Unless otherwise stated, all orders must be separately packaged and delivered directly to the desktop of the requestor. Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The Offeror shall familiarize itself with the various delivery areas. Visit MC's website below to view campus maps (<https://www.montgomerycollege.edu/about-mc/campuses-and-locations/index.html>).

All orders placed by 4:00 p.m. must be delivered by 4:00 p.m. on the following business day. If an ordered item is on backorder, the College must be notified at the time the order is placed. The awarded **Contractor will have to obtain annual parking permits from the College Security Office in order to park delivery trucks on the campuses.**

**4.6 Customer Service Requirements**

Montgomery College desires an office supply Contractor who will provide positive customer service in all its dealings with College employees. During the entire term of contract, the selected Offeror shall provide to the College, at a minimum, the following:

- Dedicated Account Representative
- Dedicated Customer Service Representative
- 1-800 telephone number for billing/inquiry/problem resolution questions
- 1-hour or less response time for all problem calls and inquiries
- 24-hour problem resolution response time

**4.7 Reporting Requirements**

Contractor will be required to submit quarterly reports to the College detailing all purchased items. Reports shall also include recycled purchased products and products purchased from minority-owned businesses. Reports shall be submitted by both hard copy and electronic format to the Director of Procurement or designee, and shall include the following:

- Total items purchased and total dollars spent.
- Total recycled items purchased and total dollars spent.
- Returns/Credits and Fill Rates.
- Total items supplied by minority-owned businesses and total dollars spent.

**4.8 Fill Rate**

The Contractor shall maintain an overall next-day fill rate of 98% or better for all catalog items. The fill rate will be reviewed on a quarterly basis. The Contractor shall agree to notify the College when it is out of stock on any item due to circumstances beyond its control. Montgomery College reserves the right to use other sources to secure stock not available from the Contractor in these situations.

**4.9 Substitutes**

Contractor will not substitute any products without approval from the requestor. Contractor may recommend alternative items prior to order being placed.

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**SECTION 4 – SERVICE & TECHNOLOGY REQUIREMENTS-continued**

**4.10 Contract Product Exclusions**

The following category of products are specifically excluded from this contract:

- Computer equipment
- Computer peripheral equipment
- Audio visual equipment
- Furniture
- Printers, copiers, and multi-function devices

**4.11 Packaging and Labeling**

All packages must be labeled and clearly identified. Packing slips shall contain a complete product description, catalog number, quantity ordered, quantity shipped, quantity back-ordered, purchase order number and any other information that may be required by the College. Backordered items should be clearly noted on the packing slip.

**4.12 Returns**

To receive prompt credit on problem merchandise, the College will contact Customer Service or the assigned Account Representative within a reasonable period.

**4.12.1 Procedures and Timeframes**

- a. Claims for shortages and wrong merchandise shall be made within twenty-four (24) hours of receipt.
- b. Defective or damaged merchandise shall be exchanged within five (5) working days following notification.
- c. Requests for the return of unsatisfactory and/or unwanted goods shall be honored at least ten (10) working days following notification.
- d. The College shall provide the Contractor with the packing slip number and date, part/product number and description and the reason for return or exchange.
- e. The Contractor shall provide the College with a return authorization number (RAN) for returning items, when applicable.
- f. Custom-made and/or special-order items shall not be considered returnable unless the Contractor is able to receive full credit from the manufacturer.

**4.13 Restocking Fees**

Items correctly ordered by the College, but incorrectly filled and shipped by the Contractor, and/or damaged or defective, shall be picked up and accepted by the Contractor without any restocking or service charges.

Incorrect items ordered by the College that must be returned shall be picked up and accepted by the Contractor. The restocking fee shall not exceed 10%.

**4.14 Catalogs**

The Contractor shall, within seven (7) days of contract award, provide the College with updated product catalogs. The exact quantity will be determined at a later date. In addition, contractor shall provide new catalogs to College during each year of the contract. The Contractor shall also provide an electronic catalog from which the College can place orders.



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**SECTION 4 – SERVICE & TECHNOLOGY REQUIREMENTS-continued**

**4.15 Invoice Auditing**

Montgomery College reserves the right to audit the Contractor's invoices to ensure that the Contractor adheres to contract terms, conditions, and pricing.

**4.16 Supplier Inventory**

The Contractor shall maintain or have available, an inventory sufficient to make delivery within the time specified on the contract. Upon mutual written agreement between the College and the Contractor during the term of the contract, a stock level of specific items may be negotiated; in which case the supplier will maintain the negotiated stock level.

**4.17 Delivery Requirements**

Contractor will be responsible for the desktop delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. All products will be extended "free shipping", with no handling or delivery charges. Any additional transportation fees will be waived, such as: hazardous material fees, fuel surcharges, etc.

Locally stocked products ordered prior to 4:00 pm, will be delivered the next day according to the delivery location schedule. All special orders will be delivered within seven (7) working days unless noted at the time of the order. All deliveries will be made **F.O.B destination, freight prepaid and included.**

Contractor is expected to have a wide range of products available for immediate shipment/delivery. Orders placed which are not delivered or completed within seven (7) working days after the receipt of the order, may be subject to cancellation at the sole option of the College. In the event of emergency needs, the College reserves the right to cancel such orders or outstanding orders for non-delivery in time periods longer than those specified above. Orders, which cannot be supplied in time to meet the needs of the College, may be placed with another supplier.

Acceptance of the total deliver by signature based on total package count and manifest will represent transfer of responsibility to the College for the contents of the packages. In the event of shortage, overage or damage within the package, supplier will accept the College's documentation and/or explanation for resolution.

**4.18 Office Products Home Delivery**

Due to the COVID-19 Coronavirus pandemic, the College may require delivery of office products to employee home addresses, as needed. Delivery fees shall be added to each applicable employee home delivery.

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**4.19 College Delivery Locations**

Offeror is responsible for making office supply deliveries to the locations listed below.

<b>Workforce Development &amp; Continuing Education  Gaithersburg Training Center</b> 12 Summit Avenue Gaithersburg, Maryland 20877	<b>Central Services Bldg.</b> 9221 Corporate Blvd. Rockville, Maryland 20850
<b>Workforce Development &amp; Continuing Education  Westfield South Center</b> 11002 Veirs Mill Road, Suite 306 Gaithersburg, Maryland 20877	<b>Germantown Campus</b> 20200 Observation Drive Germantown, Maryland 20876
<b>Rockville Campus</b> 51 Mannakee Street Rockville, Maryland 20850	<b>Central Receiving</b> 7602 Standish Place Derwood, Maryland 20855
<b>Takoma Park/Silver Spring Campus</b> 7600 Takoma Avenue Takoma Park, Maryland 20912	<b>Takoma Park Open Lab</b> 8651 Fenton Street, Suite 200 Takoma Park, Maryland 20912

**4.20 Additional College informational website**

The College’s 2020-2021 academic calendar is available at the link below.

<https://www.montgomerycollege.edu/documents/academics/academic-calendar-2020-2021.pdf>

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**SECTION 5 – PROPOSAL EVALUATION AND AWARD**

**5.1 Evaluation**

**5.1.1 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 at the date and time advised in the RFP documents, 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.

**5.1.2 Evaluation Criteria**

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria:

<b>Description of Criteria</b>	<b>Maximum Point Value</b>
4.1.2.1 Qualifications and Experience	25 (maximum available points)
4.1.2.2 Past Performance	25 (maximum available points)
4.1.2.3 References	10 (maximum available points)
4.1.2.4 Implementation Plan	15 (maximum available points)
4.1.2.5 Price Proposal	25 (maximum available points)

**Highest possible evaluation score** **100**

**5.1.3 Technical Proposal**

Statement of Qualifications, Past Performance, Implementation Plan, and References represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

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**SECTION 6 – PROPOSAL SUBMISSION**

**6.1 (New) Electronic Proposal Submission**

This language supersedes existing Delivery of Bids, and Signature bid requirements language. A submittal consisting of the Technical Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offeror proposals must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu).

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Proposal (RFP) bid number and title.

In addition to the electronic submission, one original hard copy proposal is also required, and must be submitted as follows:

- ✚ **One** complete, signed original Technical Proposal, along with any addenda acknowledgements, if part of the RFP.
- ✚ **One** original, signed price proposal, marked as such, and submitted in a separate envelope.

Original hardcopy proposal shall be delivered to the following address:

**Montgomery College**  
**Central Receiving Dept.**  
**7602 Standish Place**  
**Derwood, Maryland 20855**

**Note:** The RFP number, title, closing date and time must be labeled on the outside of mailing package.

Offerors are required to submit Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. 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 closing 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 7.2, 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.

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**SECTION 7 – PROPOSAL SUBMITTAL REQUIREMENTS**

**7.2 Required Technical Proposal Submittals**

7.2.1 Include in Technical Proposal the following:

- Transmittal Letter
- Requirements Checklist (Attachment A)
- Statement of Qualifications
- Implementation Plan
- Online Ordering System
- Ordering Process Narrative
- Customer Service Narrative
- Additional Information
- Completed Reference form (Attachment B)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment C)
- Acknowledgement of Receipt of Addenda (if applicable)
- Mid-Atlantic Purchasing Team Rider Clause (Optional)

**Offeror's Proposal shall be organized in the following manner:**

**7.2.2 Transmittal Letter**

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization and the contact person responsible for the project. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. An individual authorized to represent the Offeror for this RFP must sign the letter.

**7.2.3 Requirements Checklist**

Offeror's must answer "**Yes**" or "**No**" to each requirement listed in the Requirements Checklist table (**ATTACHMENT A**). Completed table must be submitted with Offeror proposal. Failure to include table with proposal, may result in Offeror's dis-qualification.

**7.2.4 Statement of Qualifications**

This contract requires specialized services. Offeror's statement of qualifications must address the following:

- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.
- Previous demonstrated experience
- Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

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**SECTION 7 – PROPOSAL SUBMITTAL REQUIREMENTS-continued**

**7.2.5 Implementation Plan**

The Offeror should include in its response, an implementation plan that describes how it intends to convert the current employee office supply accounts. The plan should include a proposed schedule showing tasks and time frames necessary to complete the implementation.

**The plan shall include, but is not limited to, the following:**

- A. Account team structure and roles (including description of sales contacts, account team support, and periodic account review process).
- B. Communication process with the College (employee buyers and Office of Procurement).
- C. Customized ordering process and websites or catalogs that reflect Contract Items and Contract Pricing, including distribution of catalogs and capabilities to block ordering on an individual account, product lines, or other basis.
- D. Training (initial and ongoing)
- E. Timeline

**7.2.6 Offered Online Ordering System**

Offeror must provide a comprehensive overview of offered online ordering system.

**7.2.7 Ordering Process Narrative**

Describe the process to establish an online ordering account for a user, including how the individual users would be linked together and identified. Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.) and include the acknowledgement process. The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service. Describe how back-ordered or out-of-stock products are handled during the ordering process.

**7.2.8 Customer Service Narrative**

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution

**7.2.9 Additional Information**

Offeror should provide any additional information regarding value-added services offered by company.

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**SECTION 7 – PROPOSAL SUBMITTAL REQUIREMENTS - CONTINUED**

**7.2.10 References**

The Offeror must 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. The proposal must include the names, telephone numbers, and contact email address of three references. Cited references must be able to confirm, without reservation, the Offeror's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations. If Offeror has previously provided office supplies to Montgomery College, the College reserves the right to use itself as a reference.

**7.2.11 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 related to this project.

**7.2.12 Price Proposal**

The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement.

The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.

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**SECTION 8 – PRICE PROPOSAL**

In order to be considered for award, Offeror must bid on all items listed below. Offeror must provide unit pricing for each line item, in addition to extended (total annual) price. One-hundred-fifty top high usage items.

**GROUP I: CORE CONTRACT ITEMS**

Item#	Product Code	Description	UM	Unit Price	Annual Qty	Total Annual Price
1	HAM162008	PAPER,LTR,TIDAL,WE	CT		1,846	\$
2	BLZ41200	PAPER,LTR,98BRT,WHITE,5000/CT	CT		652	\$
3	XER3R02047	PAPER,LTR,F/4200DP,WE,92B	RM		588	\$
4	SAN81505	ERASER,DRY ERASE SOFT PILE,5 1/8W X 1 1/4H	EA		490	\$
5	WBM97200	PAPER,FLGSHP BRIGHT8.5X11,98BR,20#	CT		450	\$
6	PERR11476903DP	WATER,ECO,DEER PARK,1/2L,24/CT,NONDEPOSIT	CT		437	\$
7	SAN80001	MARKER,EXPO 2,CHISEL,BK	DZ		423	\$
8	BLZH2O5GS	WATER,5GAL JUG,BLIZZARD,SOUTH	EA		385	\$
9	UNV10210	CLIP,BINDER,MEDIUM	DZ		367	\$
10	UNV47210	CARD,INDEX,RULED,3X5,WE [LL0275377]	PK		366	\$
11	HEWC2P23AN	INKCART,HP 934XL,HY,BK-1K	EA		363	\$
12	BICGSM11BK	PEN,ROUND STIC,MED,BK	DZ		329	\$
13	PERR100705DP	WATER,DEER PARK,48/8OZ,NONDEPOSIT	CS		327	\$
14	SAN80008	MARKER,EXPO2,CHISEL,PURPLE,EA	EA		326	\$
15	UNV10200	CLIP,BINDER,SMALL,BC05,99020,78200	DZ		313	\$
16	DIX12886	PENCIL,ORIOLE,#2,PRESHRP	DZ		308	\$
17	OXF29900055BGD	HOLDER,CERTIFICTE,5/PK,BK	PK		305	\$
18	AAGAY200	PLANNER,PROF,MO,8X11-7/8,AY,JUL-AUG,BK [SO]	EA		303	\$
19	VER95236	DRIVE,USB 4GB,RD	EA		291	\$
20	HEWF6U19AN	INKCART,HP 952XL,BK-2K	EA		269	\$
21	AVE05706	BINDER,VIEW, 1/2"WHITE,(18517)(WLJ36213W)(BSN09951)	EA		247	\$
22	HEWC8767WN	INKCART,#96 21MIL BLK-800PG	EA		239	\$
23	SAN80003	MARKER,EXPO,2,CHISEL,BE	DZ		233	\$
24	SAMU86308	BNDR,1",VIEW,2PK,GPE	PK		215	\$
25	UNV79000	STAPLE,SHARP PT,5M/BX(66000	BX		206	\$
26	HEWC2P19AN	INKCART, F/HP 934 BLK-400PG	EA		204	\$
27	HEWN9H65FN	INCART,HP935 CVP CMY,AST	PK		201	\$
28	MEA05510	BOOK,THEME,10.5X8,70CT	EA		195	\$
29	AVE05711	BINDER,VIEW, 1" WHITE (WLJ36214W)	EA		186	\$
30	MMM691HLP3	FLAG PEN HIGHLIGHTER 3PK	PK		186	\$
31	HEWC2P26AN	INKCART,HP 935XL HY,YL-825PG	EA		182	\$
32	HEWCN053AN	INKCART, 932 XL,BK-1K	EA		171	\$
33	HEWC2P24AN	INKCART,HP 935XL HY,CN-825PG	EA		170	\$
34	NES35110BX	FOOD SRV,CREM,R,LIQUID,REG,.38 OZ,50/BX	BX		167	\$
35	HEWC2P25AN	INKCART,HP 935XL HY,MG-825PG	EA		166	\$
36	HEWC9363WN	INKCART,#97 TRICLR 14ML-560PGS	EA		161	\$
37	UNV10220	CLIP,BINDER,LARGE,78220	DZ		159	\$
38	VER97087	DRIVE,USB FLASH 4GB,BE	EA		156	\$
39	SAN80002	MARKER,EXPO,2,CHISEL,RD	DZ		155	\$
40	AVE23079	INDEX,BNDR,LTR,8TAB,CLRD	ST		152	\$
41	CLI06650	BNDR,POCKET,WRTON,AST	ST		151	\$
42	MAX190560	HEADSET,EAR BUD,BK	EA		150	\$
43	SAN80004	MARKER,EXPO,2,CHISEL,GN	DZ		150	\$
44	UNV10199	CLIP, BINDER, 15MM,DZ	DZ		145	\$
45	UNV55400	PENCIL,HB #2,YELLOW BARREL,DOZEN	DZ		141	\$
46	HEWN9K27AN	INKCART,HP952,CYN, MAG, YEL 3 / PK	PK		140	\$
47	HAM103267	PAPER,FORE MP,LTR,20#,WE	CT		139	\$
48	DXE5356CD	CUPS,HOT,16OZ,PERFECTOUCH,COFFEE DREAMS,50/PK	PK		138	\$
49	CASMP2201BE	PAPER,XERO/DUP,20#,LTR,BE	RM		134	\$
50	OXF29900235BGD	HOLDER,CERTIFICTE5/PK,DBE	PK		134	\$



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51	DIE60052101	KCUP, DONUT SHOP, REGULAR, 24/BX, SLIM	BX		134	\$
52	BICGSM609BK	PEN,ROUND STIC 60 PACK,BK	BX		130	\$
53	AVE19601	BNDR,DURBLE VIEW 1IN,WHITE	EA		129	\$
54	CASMP2201CY	PPR,8.5X11,20LB,CANARY,500/RM(LMPIT160)	RM		128	\$
55	HEWCN056AN	INKCART,933XL,YL-825PG	EA		126	\$
57	AVE17001	BNDR,DURBLE VIEW 1/2,BK	EA		123	\$
58	HEWCN054AN	INKCART, 933 XL,CN-825PG	EA		121	\$
59	UNV72220BX	CLIP,JUMBO,SMOOTH,100/BX	BX		120	\$
60	VER97088	DRIVE,USB FLASH 8GB,BE	EA		119	\$
61	HEWL0S67AN	INKCART,HP 952XL,YL-1.6K	EA		118	\$
62	OXF44212	HOLDER,DPLMA CERT12X10,BE	EA		117	\$
63	DMN401424	SUGAR,GRANULATED,CANISTER,20 OZ.,24/CT(00725)	EA		116	\$
64	PAP2254	PENCIL,WARRIOR,#2,BK	DZ		115	\$
65	HEWL0S61AN	INKCART,HP 952XL,CN-1.6K	EA		115	\$
66	QRT5001M	MARKER,ENDURA,CHSL4ST,AST	ST		114	\$
67	HEWCN045AN	INKCART,950XL,BK-2.3K	EA		114	\$
68	HEWCN055AN	INKCART,HP 933XL,MG-825PG	EA		113	\$
69	SAN1752229	CLEANER,EXPO 22OZ NONTOX	EA		112	\$
70	KCC21200	TISSUE,FACIAL,2PLY,POP-UP,WHITE,3/PK	PK		112	\$
71	HEWC2P21AN	INKCART, F/HP 935-MAG-400PG	EA		112	\$
72	HEWL0S64AN	INKCART,HP 952XL,MG-1.6K	EA		111	\$
73	AVE05726	BINDER,VIEW, 1.5" WHITE,(18557)(WLJ36234W)	EA		110	\$
74	AVE74171	SHEET PROTECTOR,NONSTIK,CLR	PK		109	\$
75	HEWC2P22AN	INKCART, F/HP 935-YEL-400PG	EA		109	\$
76	CRD26310	BNDR,XLIF,SLT RNG,1.5",WE	EA		108	\$
77	DXE2340PATHPK	CUP,HOT,PAPER,10OZ,PATHWAYS,50/PK	PK		107	\$
78	TOP25095	NOTEBOOK,MEMO,5X3,SIDOPN	EA		105	\$
79	GOJ965212	CLEANER,PURELL,INS,HND,8OZ	EA		105	\$
80	HEWC2P20AN	INKCART, F/HP 935- CYN-400PG	EA		105	\$
81	UNV72210	CLIP,#1,GEM,SMOOTH,1M/PK	PK		104	\$
82	NES35170BX	FOOD,CREMR,LIQD,FRNCHVNLA,,38OZ,50/BX,4BX/CT	BX		104	\$
83	CASMP2201GN	PAPER,XERO/DUP,20#,LTR,GN	RM		102	\$
84	WBM20630	PAD,LGL RULD,PERF,LTR,WE (20-360)	DZ		102	\$
85	HEWE3E03A	PRINTER,OJ,PRO 6230	EA		100	\$
86	DXE5310DXPK	CUP,HOT,PAPER,PERFECTOUCH,10OZ,COFFEE HAZE,25/PK	PK		99	\$
87	SWI35450	STAPLES,FULL STRIP,5M/BX	BX		98	\$
88	GMT6520	KCUP, GMT, BREAKFAST BLEND LIGHT, 24/BX, SLIM	BX		98	\$
89	SAN80078	MARKER,EXPO,CHSL,8/ST,AST(80678)	ST		97	\$
90	BICGSM11BE	PEN,ROUND STIC,MED,BE	DZ		96	\$
91	JAM218912242	PLASTIC 1" BINDER, PURPLE 3 RING BINDER, EA	EA		96	\$
92	CSOSL300SV	CALC,HHLD,DUALPWR,8DIGIT	EA		95	\$
93	WBM12113	FOLDER,MLA,1/3 CT,LTR,100EA/BX [370-1/3]	BX		95	\$
94	DEF69201	HOLDER SIGN STAND-UP LETTER	EA		95	\$
95	PAP3030131	PENCIL,#2LEAD,DISP (DOZEN)	DZ		91	\$
96	GEO45332	COVER,DOCUMENT COVER,NY	PK		91	\$
97	AVE11903	DIVIDER,PLST PCKT 8TB,AST	ST		90	\$
98	SAN82001	MARKER,EXPO 2,BULLET,BK	DZ		90	\$

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99	GMT4061	KCUP, GMT, DARK MAGIC EXTRA BOLD, 24/BX, SLIM	BX		90	\$
100	KCC21271PK	TISSUE,FACIAL,BOU TIQ,6/PK	PK		89	\$
101	DXEFH207	FORK,PLASTIC,PS,HW,WHITE,100/BX	BX		89	\$
102	NESR50055	WATER,DISTILLED,5 GAL, DEER PARK	EA		89	\$
103	MMMC38BK	DISPENSER,TAPE,DESK,BK	EA		86	\$
104	AVE11201	DIVIDER,INDEX 8TAB,AST	ST		85	\$
105	BLZH205GSDEPOSIT	BOTTLE,DEPOSIT,5G,SOUTH	EA		85	\$
106	AVE05710	BNDR,ECONO VIEW 1 IN,BK,(18530)(WLJ36214B)	EA		85	\$
107	HEWC9353FN	INKCART,96/97 BLK (860PG) & TRICOL(560PG)	PK		84	\$
108	NES35180BX	CREAMR,LQD,CFEMT,HZLNUT,.38 OZ, 50/BX	BX		83	\$
109	CASMP2201PK	PAPER,XERO/DUP,20#,LTR,PK	RM		83	\$
110	SOUCT1R	AWARDS,CERT,BLUE,15/PK,IY	PK		83	\$
110	OXF5049526	FOLDER,METALLIC 2 PKT,PE	BX		83	\$
	MEA06132	NOTEBOOK,BUS,MEETNOTES,WIRE,8-1/4X11,80SH,BK	EA		82	\$
111						
112	HEWCN060AN	INKCART,HP 933,YL-330PG	EA		82	\$
113	UNV00700	STAPLE REMOVESR(93050,95691)	EA		81	\$
114	GOJ902210BX	WIPES,PURELL,SANITIZING	BX		81	\$
115	DIX13830	PENCIL,TIC #2 PRESHARP,YL,30/PK	PK		80	\$
116	MKL24002	CREAMER,CAN,12OZ,24/CT(DMN0700)	EA		79	\$
117	BAL8574GM	DISPENSER,LENS CLNER100BX	BX		78	\$
118	AVE74404	PROTECTOR,DSPLY,10/PK,CR	PK		76	\$
119	HEWCN059AN	INKCART,HP 933,MG-330PG	EA		76	\$
120	GEO44407	PAPER,CERTIF 60# 12SH,GD	PK		75	\$
121	GOJ363912	SANITIZER,PURELL,ALOE,12OZ	EA		75	\$
122	CRD11111	BNDR,ESYOPN,CV,LCK1.5",BK	EA		75	\$
123	DXEUX9WSPK	PLATE,ULTRALUX,MW,8.5",PATHWAY,125/PL	PK		75	\$
124	DXE2342PATHPK	CUP,HOT,12OZ,PATHWY,50,WH	PK		74	\$
125	AVE17012	BINDER,VIEW 1"WHT	EA		73	\$
126	AVE09501	BNDR,SLNTRNG,11X8.5,2",WE (WLJ38544W)	EA		73	\$
127	OXF57513	PORTFOLIO,2PCKT,ASST,25BX	BX		73	\$
128	SAN69025	PEN,RBALL,VSNELT,FN,PE	EA		72	\$
129	PGC87611BX	TISSUE,PUFFS,BSC,180SH,WHT	BX		72	\$
	AAGSK2400	CALENDAR,DESK PAD,MO,22X17,JAN-DEC,BK/WE	EA		72	\$
130						
131	CASMP2201LV	PAPER,FRWX,8.5X11,20LB,LV	RM		72	\$
132	UNV47200	CARD,INDEX,PLAIN,3X5,100EA/PK,WE[74814]	PK		71	\$
133	OXF40280	CARD,INDX,RULD,3X5,AST,1C	PK		71	\$
134	AVE11111	INDEX,BNDR,11X8.5,8CLRD	ST		70	\$
135	HEWCN058AN	INKCART,HP 933,CN-330PG	EA		70	\$
136	HEWN9H56FN	INKCART,HP933,CMY,3/PK	PK		70	\$
137	HEWCE401A	TONER,HP 507A,CYN-6K	EA		70	\$
138	SAM18957	BINDER,RECYCLED,INSERT,1.5",WHITE	EA		69	\$
139	HEWF6U15AN	INKCART,HP 952,,BK-1K	EA		69	\$
140	MMM209024A	TAPE,PAINTERS,.94X60,BLUE	RL		66	\$
141	BICMPLWS11BLK	PENCIL,MECHANICL,0.9MM,BK	DZ		66	\$
142	SAN30001	MARKER,SHARPIE,FINE PT,BK (EA=1 MARKER)	DZ		66	\$
143	HEWCN057AN	INKCART, 932,BK-400PG	EA		66	\$
144	DURMN2400B24000	BATTERY,COPRTP,AAA,24/BX (MN2400BKD01)	BX		66	\$
145	OXF51726	PORTFOLIO,LTR,PE	BX		66	\$
146	HEWCE403A	TONER,HP 507A,MAG-6K	EA		66	\$
147	HEWK0Q22A	PRINTER,LJ,ENT,M609X	EA		66	\$
148	BWK6500BX	TISSUE,FACIAL,2PLY,30/100	BX		65	\$
149	ZEB22210	PEN,BPT,RET,Z-GRIP,1MM,BK	DZ		65	\$
150	HEWCF300A	TONER,BLK.#827A,F/M880-29.5K	EA		65	\$

**GROUP I CORE ITEM GRAND TOTAL**

\$ \_\_\_\_\_

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**SECTION 8 – PRICE PROPOSAL-continued**

**GROUP II: NON-CORE ITEMS**

Percentage discount for all Offeror catalog items not listed in the above core listing. Minimum Offeror catalog size: 25,000-item. Offeror must also provide catalog discount exceptions' list with proposal.	% _____
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**GROUP III: REBATE BACK TO COLLEGE**

Quarterly spend rebate back to College (Year One): percentage of spend	% _____
Quarterly spend rebate back to College (Year Two): percentage of spend	% _____
Quarterly spend rebate back to College (Year Three): percentage of spend	% _____
Quarterly spend rebate back to College (Year Four): percentage of spend	% _____
Quarterly spend rebate back to College (Year Five): percentage of spend	% _____

**Optional Item**

Home Delivery for orders totaling <b>under</b> \$ _____	Fee \$ _____
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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. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

**Montgomery College is tax exempt, certification provided upon request**

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

Company Name	Name
Title	Authorized Signature and Date

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**ATTACHMENT A – REQUIREMENTS CHECKLIST**

Offeror’s must answer “Yes” or “No” to each requirement listed in table below. Completed table must be included in Offeror proposal. Failure to provide completed checklist with proposal may result in Offeror’s dis-qualification.

<b>REQUIREMENTS CHECKLIST FOR OFFICE PRODUCTS &amp; SERVICES</b>	<b>Meets Requirement (Y or N)</b>
1. Proposing company must have been in the office supply business for a minimum of ten (10) years.	
2. Have in place, minimally, three-year operational online ordering system on a secured server that offers web-based online ordering 24 hours a day, 7 days a week.	
3. Provide next-day desktop delivery of office supplies.	
4. Provide spend data reports as needed.	
5. Accept the purchasing (Visa) card as a payment method.	
6. Does the system generate reports?	
7. Accept supply order on an account basis with Net 30 payment terms.	
8. Licensed to do business in the state of Maryland.	

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**ATTACHMENT B - REFERENCES**

<b>REFERENCE 1</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

<b>REFERENCE 2</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

<b>REFERENCE 3</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

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

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

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**ATTACHMENT C – CONTRACTOR INFORMATION FORM**

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

C.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

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

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

Yes  No

C.6 Please provide the following information:

**Print clearly**

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

Company Name  Name

Title  Authorized Signature and Date

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**ATTACHMENT D – NO PROPOSAL RESPONSE FORM**

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to: Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**ATTACHMENT E – 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 Offeror’s 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 Offeror 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** Offeror 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 Offeror 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 Offeror conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Offeror 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 Offeror’s within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Offeror(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Offeror 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 Offeror(s) within forty-eight (48) hours after receipt of the performance bond.



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**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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 Offeror's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Offeror 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 Offeror, 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** Offeror 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** Offeror 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 Offeror, 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 E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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 Offeror 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 Offeror unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

**ERRORS IN BIDS** Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Offeror'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 Offeror 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** Offeror 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. Offeror 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 E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Offeror 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 Offeror, 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** Offeror 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. Offeror 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** Offeror 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 Offeror 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 Offeror and its personnel.

**NON-COLLUSION** Offeror 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; Offeror 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 Offeror 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** Offeror 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. Offeror 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. Offeror 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 E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**NON-VISUAL ACCESS** The Offeror 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 Offeror 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** Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror 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 Offeror may attach a letter of explanation to the bid for clarification. Offerors 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 Offeror’s place of business prior to award of contract to determine Offeror 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** Offeror must provide at least three references from former or current clients who can confirm the Offeror’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 Offeror’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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: OFFICE PRODUCTS & SERVICES**  
**RFP NUMBER: E520-039**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 P.M.**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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 Offeror 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 Offeror 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, Offeror 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 Offeror 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 Offeror 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 Offeror 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. Offeror 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 E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this solicitation 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 F – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE**



**Cooperative Rider Clause**

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

**Format**

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

**1. Terms**

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

**2. Other Conditions - Contract and Reporting**

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

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

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