

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT  
REQUEST FOR BID TITLE: COMMENCEMENT EVENT SERVICES  
RFB NUMBER: E523-009  
RFB CLOSING DATE AND TIME: JANUARY 23, 2023 at 3:00 P.M.



**ADDENDUM #3**  
Issued: January 17, 2023

**ADDENDUM FOR THE PURPOSE OF:**

1. To provide answers to additional vendor questions.

**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, CPPB**  
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: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

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

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

\_\_\_\_\_  
Date

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

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**REQUEST FOR BID TITLE: COMMENCEMENT EVENT SERVICES**  
**RFB NUMBER: E523-009**  
**RFB CLOSING DATE AND TIME: JANUARY 23, 2023 at 3:00 P.M.**

QUESTION:	ANSWER:
1.) Video requirement mention projectors for outdoor Display. Are projectors only meant to be used in the large tent?	Projectors are only meant to be used in the tent. However, they are located near tent openings and we have had issues with brightness in the past. Projectors need to be strong enough so that the image will not be washed out on the screens.
2.) The RFP is requesting for 6 – 10 X 18 screens. Please describe where the screens will be located apart from the main tent to ensure sufficient cabling is included.	We have 3 total screens; one to either side of the stage and a delay screen flown midway back in the tent from the center ceiling.
3.) In terms of Lighting, can fixture type and counts be altered to best suit the requirement?	Yes, as long as the requirements of our lighting needs are met, i.e. full stage wash, three point podium lighting, up-lighting for stage drapes, VIP & graduate lighting (in seats and at entryways) color adjusted to daylight (6400K).

\*\*\*\*\***END OF QUESTIONS AND ANSWERS**\*\*\*\*\*

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT  
REQUEST FOR BID TITLE: COMMENCEMENT EVENT SERVICES  
RFB NUMBER: E523-009  
RFB CLOSING DATE AND TIME: JANUARY 23, 2023 at 3:00 P.M.



**ADDENDUM #2**  
Issued: January 13, 2023

**ADDENDUM FOR THE PURPOSE OF:**

1. To change the RFP closing date from January 17, 2023 at 3:00 P.M. to **January 23, 2023 at 3:00 P.M.**

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, CPPB**  
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: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

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

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

\_\_\_\_\_  
Date

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL: COMMENCEMENT EVENT SERVICES  
RFP NUMBER: E523-009  
RFP CLOSING DATE AND TIME: JANUARY 17, 2023 at 3:00 P.M.



**ADDENDUM #1**  
Issued: January 6, 2023

**ADDENDUM FOR THE PURPOSE OF:**

1. To provide answers to the questions.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in blue ink that reads 'Yu Zhu'.

---

**Patrick Johnson, MBA, CPPB**  
Director of Procurement

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

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

---

Company Name

---

Authorized Signature

---

Date

---

Printed/Typed Signature

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL: COMMENCEMENT EVENT SERVICES**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: JANUARY 17, 2023 at 3:00 P.M.**

QUESTION:	ANSWER:
1.) Can companies outside the USA apply for this (like, from India or Canada)?	Contractor must be located within the United States due to the nature of the services required to perform under the RFP documents.
2.) Whether we need to come over there for meetings?	Contractor must be available to meet onsite when requested, with reasonable notice.
3.) Can we perform the tasks (related to RFP) outside USA? (Like, from India or Canada)?	All required tasks must be performed within the United States.
4.) Can we submit the proposals via email?	Refer to <b>Section 5.3 - <u>Electronic Proposal Submission Instructions</u></b> of the RFP document.
5.) "Backstage Office" flooring is listed under flooring on pg. 15 under flooring requirements. Where is the "Backstage Office" located?	The Backstage Office should be located on the ground level, stage left.
6.) What is the earliest date to begin onsite set-up and load-in?	The earliest date for onsite set-up and load-in is Saturday, May 6, 2023 for the initial contract term.
7.) Restrooms are listed on the layout but not under requirements. Should these be included in the bid?	Restrooms can be included proposal submissions, but are not required.
8.) Is it possible to visit the commencement location before the bid submission date with the contract representative?	Yes, it is possible to visit the commencement location prior to the proposal closing date and time. The site visit date is Wednesday, January 11, 2023 at 1:00 PM. Offeror's must register their interest via email by <b><u>12:00 PM, 1/10/2023</u></b> to <a href="mailto:kima.earl@montgomerycollege.edu">kima.earl@montgomerycollege.edu</a> .
9.) What are the required length and height dimensions of the artificial boxwood hedge on pg. 21?	The required length and height dimensions of the artificial boxwood hedge are as follows: 3ft x 3ft, quantity of 4.

\*\*\*\*\*END OF QUESTIONS AND ANSWERS\*\*\*\*\*



Office of Procurement  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL**

**RFP NO. E523-009**

**RFP TITLE: Commencement Event Services**

All proposals MUST BE RECEIVED **electronically** by 3:00 PM Eastern Standard Time on **JANUARY 17, 2023**

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', written over a horizontal line.

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: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**TABLE OF CONTENTS**

TITLE	PAGE
<b>SECTION 1 – PROPOSAL AND CONTRACT INFORMATION</b>	1-7
<b>SECTION 2 – BACKGROUND AND GENERAL SCOPE OF WORK</b>	8-9
<b>SECTION 3 – QUALIFICATIONS AND REQUIREMENTS</b>	10-21
<b>SECTION 4 – PROPOSAL EVALUATION AND AWARD</b>	22-23
<b>SECTION 5 – PROPOSAL SUBMISSION</b>	24-26
<b>SECTION 6 – PRICE PROPOSAL</b>	27
ATTACHMENT A: REFERENCES	28
ATTACHMENT B: CONFLICT OF INTEREST	29
ATTACHMENT C: CONTRACTOR INFORMATION FORM	30
ATTACHMENT D: NO PROPOSAL RESPONSE FORM	31
ATTACHMENT E: DETAILED PRICE PROPOSAL SHEET	32
ATTACHMENT F: NON DEBARMENT ACKNOWLEDGEMENT	33
ATTACHEMENT G: COMMENCEMENT TENT AND RESTROOM LAYOUT	34
ATTACHEMENT H: COMMENCEMENT TENT ENTRANCE AND GENERATOR LAYOUT	35
ATTACHMENT I: COMMENCEMENT STAGE AND CHAIR LAYOUT	36
ATTACHMENT J: 2020 COMMENCEMENT PRODUCTION WEEK SCHEDULE	37-40
ATTACHMENT K: PHOTOS OF PAST COMMENCEMENT	41
ATTACHMENT L: GENERAL CONDITIONS AND INSTRUCTIONS	42-48
ATTACHMENT M: MID ATLANTIC PURCHASING TEAM RIDER CLAUSE	49

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal to select a qualified contractor to provide Montgomery College with Commencement Event Services 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 Electronic Bid 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. See **Section 5 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Proposal are due by **3:00 p.m., January 17, 2023** 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 close 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 **Chiquita Manago Haywood, Purchasing Agent** via e-mail to [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu). **The Bidder may not initiate contact with any other College representative about this bid.** All inquiries and questions must be submitted in writing via email and received by **3:00 pm, Tuesday January 3, 2023**. 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 Offeror’s 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, Offeror’s bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure/> and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**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**

Offeror's shall refer to, understand, and agree to Attachment L, 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 Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

**1.8 References**

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

**1.9 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**1.10 Proposal Evaluation**

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

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

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

1.11.1.2 Offeror is financially stable.

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

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

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

**1.11 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:

1.12.1 Failure to meet the mandatory specifications and requirements.

1.12.2 Failure to respond in a timely manner to a request for additional information, data, etc.

1.12.3 Failure to supply appropriate and favorable client references.

1.12.4 Submittal of an incomplete Price Proposal page.

1.12.5 Failure to sign the proposal.

1.12.6 Failure to return any addenda acknowledgements

1.12.7 Submittal of conditional, alternate or multiple proposals.

1.12.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.12.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.12 Required Submittal List (RFP Packet should be returned in its entirety)**

- Technical Proposal, including all attachments and
  - References (Attachment A)
  - Conflict of Interest Statement (Attachment B)
  - Contractor Information Form (Attachment C)
  - Non-Debarment Acknowledgement (Attachment D)
  - Subcontractor List, if applicable
  - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 6)
- Detailed Price Proposal (Attachment E) in electronic format on USB thumb drive
- Mid-Atlantic Purchasing Team Rider Clause (optional)

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**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.

**1.15 Contract Award**

An award will be made in the best interest of the College up to the highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Offerors can bid on multiple categories as qualified. Offerors do not have to bid on all categories in order to be considered for award. Evaluation of Offerors will be based on qualifications, competitive pricing, past experience, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

**1.16 Contract Documents**

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, 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 (1) year from date of award. Beyond the initial term, at the sole option of the College, the contract may be renewed for four (4) additional one-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

**1.18 Notification of Change in Personnel Assigned to Contract**

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

**1.19 Notification of Change in Financial Condition**

Awarded contractor must notify Montgomery College of any change in company's financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**1.20 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).

**1.21 Contract Modification and Amendment**

The College retains the unilateral right to require changes in the Scope of Work as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project. 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.

**1.22 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 (if applicable).

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**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.

**1.23 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. 520-018. Current certificates must be provided to the College throughout the contract term.

**1.24 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.

**1.25 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**1.26 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.

**1.27 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. 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).

**1.28 Public Record and Proprietary Information**

The information contained in Proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. **Offerors must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

**1.29 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. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

**1.30 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**2.1 Introduction**

Montgomery College is Maryland's second oldest community college. The College serves roughly 55,000 students each year, through credit and noncredit programs, in more than 100 areas of study at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

**2.2 Background**

The purpose of this RFP is to select a qualified contractor to provide Montgomery College with Special Event Services to include but not limited to event management, hiring and management of sub-contractors, design and planning, installation and technical services in accordance with specifications listed herein for Montgomery College's Annual Commencement Ceremony **and for any future projects during the contract term referenced in section 1.17.**

The College's Commencement Ceremonies are scheduled for **Monday May 15, 2023 until Friday, May 19, 2023**. This college-wide ceremony, held once yearly celebrates the achievements of our students, as well as several deserving honorary degree recipients. This unifying event is held on the Rockville Campus Athletic Field under a clear span tent designed to house participants and their guests. The event is well attended with nearly 6,000 guests from across the community and is televised on our cable television station and is live streamed as well as posted on YouTube after the event. In addition, an active social media campaign is employed to generate excitement. A dedicated committee with representation from across the College is involved in the planning, production and execution of this, the most important annual academic occasion held by Montgomery College. The programming for this event includes three campus Grad Finales, an honors student celebration, and a college-wide student rehearsal in addition to a separate rehearsal for program participants, ushers and technical production crew. The following link is to the College's YouTube Commencement video playlist

[https://www.youtube.com/playlist?list=PL32wEiPova8LID9sgGv8HpLAB9LVn-M\\_B](https://www.youtube.com/playlist?list=PL32wEiPova8LID9sgGv8HpLAB9LVn-M_B)

**2.3 General Scope of Work**

The contractor will provide staff and equipment to install and manage a large capacity clear span tent, air-conditioning, staging, seating, audio, video displays, portable restrooms and other items as listed herein for the Montgomery College Annual Commencement Ceremonies which will take place during the week of Monday, May 15, 2023 through Friday, May 19, 2023. Order of events are as follows:

Monday, 05/15/23 4:00 PM – 6:00 PM	Dr. Harry Harden Jr. Student Academic Excellence Awards – 1,000 guests
Tuesday, 05/16/23 2:00 PM – 5:30 PM	Student Commencement Rehearsal - 1,000 guests
Wednesday, 05/17/23	Dark
Thursday, 05/18/23 9:00 AM – 4:30 PM	Commencement Technical Rehearsal and Video Production Setup– 100 guests
Friday, 05/19/23 10:00 AM – 1:00 PM	Commencement Ceremony – 6,000 guest

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

**2.4 Contractors Responsibility for Employees/Subcontractors**

The 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.

**2.5 Request for Proposal and Award Schedule:** These dates are subject to change

Tuesday, 12/20/2022	RFP issued to eMaryland Market Place and MC website
Thursday, 01/05/2023	Last Day for bidders to submit questions
Friday, 01/09/2023	MC provides answers to bidders
Tuesday, 01/17/2023	DUE DATE for bidder responses to RFP (closing date)
Wednesday, 01/18/2023 – Tuesday 01/31/2023	MC staff evaluate and score proposals
Friday, 02/03/2023	MC Procurement staff prepare materials and recommend contractor for award to MC Board of Trustees, contractor notified of award intention.
Monday, 02/20/2023	MC Board of Trustees Meeting – Award of Contract
Upon receipt of Board Resolution Number	Purchase Order and contract award letter issued to contractor

**2.6 Project Schedule/Timeline**

The College anticipates that a purchase order and contract award letter will be issued to the contractor no later than February 24, 2023. All tenting, staging, air conditioning, audio, video displays and portable restrooms are expected to be installed and completely functional by 8:00 AM on Monday, May 15, 2023. Breakdown and removal of all equipment will not be permitted until the conclusion of the Commencement Ceremony (2:00 PM on Friday, May 19, 2023.) All equipment shall be completely removed from College property by Friday, May 26, 2023 or sooner. Refer to Attachment G (2023 Commencement Events Production Schedule.) Attachment G is provided for reference only and schedule may change.

**2.7 Location**

All events associated with Commencement will be held on the Rockville Campus Athletic Field. The address is 51 Mannakee Street, Rockville, MD 20850. The following link provides directions and a campus map for the Rockville Campus <https://www.montgomerycollege.edu/about-mc/campuses-and-locations/rockville-campus/index.html#maps-directions>



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS**

**3.1 General Qualification Requirements**

The Offeror 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 Offeror Mandatory Minimum Qualifications**

Proposer must have successfully engaged in professional services of this type for a minimum of five (5) years. Experience in providing services to higher education institutions are preferred but not required. Indicate any experience with institutions similar in size to Montgomery College.

**3.3 Staffing Requirements**

The Contractor shall furnish a competent, qualified and adequate staff as necessary to administer coordinate, supervise and superintend the Work; to organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and to keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements listed herein and to the entire satisfaction of the College's Project Manager. Key members of the staff shall not be changed without the consent of the College's Project Manager.

**3.3.1 Project Representative:**

Prior to commencement of the Work, the Contractor shall select a project representative who will have full responsibility for the prosecution of the Work, with full authority to act in all matters as necessary for the proper coordination, direction and technical administration of the Work and who shall attend meetings at such place or places as determined by the College's Project Manager in order to render reports on the progress of the Work.

**3.3.1.1 Project Representative Expectations:**

The Project Representative must attend the following Commencement-related meetings listed below, be on-site prior to May 15, 2023 as necessary, and be on-site for the week of Monday May 15, 2023 through Friday May, 19, 2023.

- February 8, 2023 – 1:00 PM – 3:00 PM
- March 8, 2023 – 1:00 PM – 3:00 PM
- April 12, 2023 - 1:00 PM – 3:00 PM
- April 26, 2023– 1:00 PM – 3:00 PM
- May 10, 2023 – 1:00 PM – 3:00 PM

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

- 3.3.2 Background and Reference Checks: The College relies on the Winning Proposer to use its best judgment in providing personnel qualified to the level defined by the general position description for the skill level required. The Winning Proposer shall perform mandatory background, drug screening, and reference checks, as required by the College, on all candidates. Background checks shall include, but may not be limited to the following: criminal background check, drug screening, date of birth, employment, and education verifications. The Winning Proposer shall be financially responsible for the background checks on all candidates. There will be no billing or charge to the College for Proposer fees associated with background checks. The Technical Proposal shall outline the background check process, the types of checks available, the length of time needed to complete the process, and how long the background check is valid. The Winning Proposer will take responsibility for all tests and for determining if candidates are viable for employment.
- 3.3.3 The College’s Project Manager shall not supervise the Work. The means, methods, techniques, sequences, procedures and safety measures utilized in the performance of the Work are the sole responsibility of the Contractor, subject to overall coordination of the College’s Project Manager. Any means, method, techniques, sequences or procedures set forth in the Contract Documents are solely to specify the desired end product; and if the means, methods, techniques, sequences or procedures will not result in the desired end product or is unsafe or illegal because of some inherent defect in the Specifications or the particular conditions under which the Work is being performed, it is the Contractor's responsibility to select a correct means, method, technique, sequence or procedure. Nothing in the College’s Project Manager's review of the general quality and progress of the Work, including acceptance of submittals and Work, shall be construed as the assumption of authority or supervision over the performance of the Work, or relieves the Contractor from its obligation to comply with the requirements of the Contract Documents.
- 3.3.4 The Contractor shall efficiently supervise the Work, using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the College’s Project Manager any error or omission which it may discover, and shall subsequently proceed with the Work in accordance with instructions from the College’s Project Manager concerning such error or omission.
- 3.3.5 The contractor must ensure that there is adequate and proper staffing of technicians per Attachment H (2020 Commencement Events Production Schedule - Proposed)
- 3.3.6 Parking and Travel Costs: NO reimbursements, including travel and parking. This includes reimbursement for parking passes at MC locations, this cost is the responsibility of the contractor or winning proposer.

**3.4 Design and Installation Requirements**

- 3.4.1 All Offerors must submit detailed drawings implementing the equipment listed herein that provides a visual representation of how all equipment will be installed.
- 3.4.1 All equipment, parts and accessories must be delivered by the contractor at the time of installation. Montgomery College will not accept shipments or take ownership of any equipment, parts and accessories.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

- 3.4.2 After the Contract has been executed, the College's Project Manager will issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin Work. The specified Contract time shall begin on the starting date stated in the "Notice to Proceed." Any Work started or materials ordered before the starting date stated in the "Notice to Proceed" shall be at the risk of the Contractor.
- 3.4.3 Contractor must coordinate exact location and installation of equipment and schedule work with College project manager. It is the contractor's responsibility to field verify locations of installation.
- 3.4.6 Contractor must obtain and pay for any and all permits necessary for the execution of any work listed herein. The Contractor will be required to pay all necessary fees to local authorities for permits and inspections and it shall include the cost of the fees in its base price. The College shall not be responsible for the actions or interpretations of county, municipal or other local agencies or officials with respect to the application of Federal, State or local laws, rules, ordinances, regulations, codes or policies to the Work.
- 3.4.7 The Work shall be performed during regular working hours except in the event of emergency, or when required to complete the Work within the time stated in the Contract. What constitutes regular working hours will be agreed upon at the preconstruction conference.
- 3.4.8 The Work may be performed on night shifts, overtime, Sundays and holidays when permission to do so has been obtained from the College, at no additional cost to the College, and provided that Contractor complies with any additional regulations regarding off-hours work mandated by regulatory authorities.
- 3.4.9 All time limits in the Contract Documents are of the essence of the Contract. Contractor and the College agree that the time stated in the Contract for the completion of the Work is a reasonable time, considering the usual climatic range and the usual business conditions prevailing in the locality of the Project. The Contract time shall be the full time allowed or required for completion of every task involved in completion of the Work, including lead-time for ordering and fabrication of equipment and materials.
- 3.4.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and shall remove and dispose of waste and recyclable materials or rubbish prior to the end of each working day in the appropriate waste or recyclable container. All cardboard boxes must be broken down before being placed in recyclable container.
- 3.4.11 If the Contractor fails to clean up as provided in the Contract Documents, the College's Project Manager may do so and the cost thereof shall be charged to the Contractor.
- 3.4.12 At completion of the Commencement Ceremony, the Contractor shall remove from the site all Work waste materials, rubbish, the Contractor's tools, and equipment.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.5 Tent Requirements:** Refer to Attachment F (Commencement Tent and Restroom Layout) for tent locations. Contractor is to provide and install the following tents. All tents should be white in color (unless otherwise noted) and must be clean and free of wholes and or defects. Contractor is required to protect the Athletic track and field from vehicle damage during the installation and uninstallation of all tending and equipment listed herein. Refer to Attachment H (2023 Commencement Week Events Production Schedule) for estimated timeline for tent installation.

<b>Title</b>	<b>Description</b>	<b>U/M</b>	<b>Qty.</b>
Large Main Tent	132'x279' ClearSpan Tent	EA	1
Entrance Tent	9'x60' Faculty Entrance Tent with Sides	EA	1
Entrance Tent	9'x50' Audience Entrance Tent	EA	1
Entrance Tent	9'x50' Student Entrance Tent (bleacher side)	EA	1
Entrance Tent	9'x75' Student Entrance Tent (Gudelsky side)	EA	1
First Aid Tent	10'x10' First Aid tent	EA	1
Stroller Tent	16'x16' Stroller tent	EA	1
Gate Entrance Tent	20'x20' guest entrance tent -at the gate	EA	1
Gate Entrance Tent	20'x40' red/white tent w/gutter and walls to enclose long sides and two sides of 20x20 entrance tent	EA	1
TV Production Tent	10'x10' TV Productions Tent with walls	EA	2
Green Room Tent	20'x20' green room tent	EA	1
DJ Tent	9'x10' DJ Tent	EA	1
Reception Tent	30'x45'x7' Reception Tent. white frame tents, w/sides and water ballast	EA	1
Reception Tent	30'x50'x7' Reception Tent. white frame tents, w/sides and water ballast	EA	1
Alumni Tent	20'x40' alumni tent white, frame, tents, w/side s and water ballast	EA	1

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.6 Stage Requirements:** Contractor is to provide and install the stage with the dimensions listed below. All staging needs to be carpeted with black AstroTurf style carpeting and black skirting. All skirting must be Fire-retardant commercial-grade black fabric. Refer to Attachment G (2023 Commencement Tent Layout) for stage dimensions and layout.

Title	Description	U/M	Qty.
Main Stage	24'x52' Main Stage w/Handrail on three sides – Due to the crown of the field stage is set at a minimum height of 30" on the low side and rising to approximately 60" on the high side. Black carpet and skirting.	EA	1
Transition Stage	4'x12'x40" +/- Transition Stage with 2 sets of steps and railings to Bridge HVAC ducting. Black Carpet and skirting	EA	1
Stage Ramps	4'x32' ADA Compliant Handicap ramps with railings, black carpet and skirting	EA	2
Camera Platform	4'x4'x30" Camera Platform with black carpet and black skirting	EA	2

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.7 Flooring Requirements:** Contractor is to provide and install red-carpeted, hard surface event flooring with the dimensions listed below. Refer to Attachment G (2023 Commencement Tent Layout) for flooring dimensions and layout.

Title	Description	U/M	Qty.
Backstage Office	128 Square Feet – Event Director’s Backstage Office Area – 16’x8’	EA	1
Backstage Office	72 Square Feet – Connect Event Director’s Backstage Office Area to Main Walkway – 18’x4’	EA	1
Front of Stage	96 Square Feet Stair Landings – 6’x8’	EA	2
Front of Stage	216 Square Feet Ramp Landings – 6’x18’	EA	2
Front of Stage	624 Square Feet Across Front of Stage – 6’x104’	EA	1
Student Section	192 Square Feet Student Handicap Viewing Area – 16’x12’	EA	1
Student Section	232 Square Feet Side Connection to Student Walkway – 4’x58’	EA	1
Student Section	432 Square Feet Side Connection to Bleacher Side of Track – 6’x72’	EA	1
Student Section	448 Square Feet Side Student Faculty Dividing Aisle/Connection to Entrance Walkways – 4’x112’	EA	1
Guest Section	324 Square Feet Side Connection to Bleacher Side of Track (Rear Tent) – 6’x54’	EA	1
Guest Section	720 Square Feet DSS/Handicap Rear Seating & Entrance Area/Connection to Primary Entrance Walkway – 12’x60’	EA	1
Guest Section	324 Square Feet Side Connection to Bleacher Side of Track (Front Tent) – 6’x54’	EA	1
Guest Section	936 Square Feet Main Aisle – 6’x156’	EA	1
Guest Section	240 Square Feet Main Aisle – Main Aisle Front Transition Area – 12’x20’	EA	1
Guest Section	390 Square Feet Main Aisle – Main Aisle Front Track Area – 6’x65’	EA	1

**3.8 Seating Requirements:** Contractor is to provide and install guest and stage chairs per the list below. Refer to Attachment G (2023 Commencement Tent Layout). All guest chairs must be banded together per City of Rockville Fire Code.

Title	Description	U/M	Qty.
Guest Chairs	Folding Chair, White, minimum 275 lb capacity	EA	5000
Cable Ties	8" white cable ties to band guest chairs together	EA	5000
Stage Chairs	White padded folding resin chairs, minimum capacity 300 lbs	EA	50

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.9 Safety Requirements:** Contractor is to provide and install the following items to be in compliance with City of Rockville Building Permit Code. Contractor must obtain and pay for any and all permits necessary for the execution of any work listed herein. Details about City of Rockville permit and inspection process can be found at this link <https://www.rockvillemd.gov/165/Permits-Inspections>

Title	Description	U/M	Qty.
House Lighting	UL Approved 1000 Watt White High Bay Halogen Fixtures flown from trusses	EA	12
Exit Signs	Exit Signs	EA	12
Emergency Lights	LED Light Fixtures with battery backup	EA	12
Fire Extinguishers	UL Approved 5lb type ABC extinguisher with signage	EA	12
No Smoking Signs	12"x8" no smoking signs, red/white	EA	12
Crowd Control	8 Foot Heavy Duty Steel Barricades with Flat Bases	EA	40
Stanchions	7' black retractable stanchions, single belt	EA	78
Cable Ramps	36", 5 Channel "yellow jacket" style cable protection ramps	EA	120

**3.10 Power Requirements:** : Electrical power is not available and the vendor will be required to obtain all portable power generators and associated permits from the City of Rockville. Contractor is to provide, install and operate the following items to be in compliance with City of Rockville Building Permit Code. Contractor must obtain and pay for any and all permits necessary for the execution of any work listed herein. Details about City of Rockville permit and inspection process can be found at this link. <https://www.rockvillemd.gov/165/Permits-Inspections>. Refer to Attachment F (Generator Tent Entrance and Generator Layout) for generator placement locations.

Title	Description	U/M	Qty.
Generator	70KW Generator for House Lighting	EA	1
Generator	25KW Generator Whisper Watt for House Backup	EA	1
Distro Panel	Distribution Panel w/Cabling for tent	EA	8
Generator	25KW Generator for DJ and Reception	EA	1
Distro Panel	Distribution Panel w/Cabling for reception area	EA	8
Permits	City of Rockville inspection permit for all generators	EA	1
Generator	100 KW Generator for Stage Lighting	EA	1
Generator	100 KW Generator for Video and Sound	EA	1
Generator	55 KW Generator for Air Conditioning	EA	2
Generator	100 KW Generator for Air Conditioning	EA	2
Generator	250 KW Generator for Air Conditioning	EA	1
Generator	320 KW Generator for Air Conditioning	EA	1
Spiderbox	50 AMP Power or Multiple 15-20 AMP Auxiliary Power Connections	EA	1

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.11 Air Conditioning Requirements:** Contractor is to provide and install the following Air Conditioner equipment to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023. Historically, for the week of Commencement Events, the College has used the Air Conditioner for approximately 24 hours, consuming about 600 gallons of fuel.

Title	Description	U/M	Qty.
Fans	20" pedestal fans	EA	12
Air Chiller	60 TON Air Cooled Chiller w/pump	EA	2
Air Chiller	100 TON Air Cooled Chiller w/pump	EA	2
Air Chiller	25 TON Air Cooled Chiller w/pump	EA	1
Air Handler	140 TON Vert Chilled Water Handler	EA	4
Fuel	Fuel for Generators	GAL	600

**3.12 Audio Equipment Requirements:** Contractor is to provide and install the following Audio Equipment to be used for events during the week of Monday, May 15, 2023 through Friday, May 19, 2023.

The contractor shall provide a high-quality sound system including: front of house PA; mixing console; amplifiers; cables; microphones; downstage monitors; a mult-box (for press use); and delay capability (for audio sync on screens). The contractor is responsible for supplying power for house sound and all contractor provided equipment.

The contractor must submit a detailed layout and signal flow diagram and provide a detailed list of equipment that will be utilized.

The College will provide one (of the two) mult-boxes for press use and will provide a podium for the stage.

This event will be cablecast and web streamed by the college television station (MCTV).

House PA will provide adequate speaker arrays for the length of the main event tent (132' W x 279' L); audio sync is a requirement for both front projector screens and screen flown mid-tent. Audio configuration must accommodate signal delays to facilitate audio/video sync.

Feeds:

To Contractor - MCTV will provide two audio feeds from MCTV's mobile production truck for playback sources (primary and backup)

To MCTV - Contractor provides primary and backup mix/minus feed (House PA minus playback)

To Press Mult-Boxes - Contractor provides two House PA mix feeds to mult-boxes (Back of House and House Front Left Camera Position)



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

Microphones:

- 2 Podium Microphones (hard-wired)
- 4 Wireless Handheld Microphones
- 4 Wired Handheld Microphones
- 2 Microphone Stands

Communications:

Contractor shall provide wired and wireless communications headsets for their crew (A1, A2, lighting, projectionist, manager) that are compatible with ClearCom.

Contractor is to provide and install the following Audio Equipment to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023.

<b>Title</b>	<b>Description</b>	<b>U/M</b>	<b>Qty.</b>
Audio Equipment	Loudspeaker JBL VRX932LA (or equivalent)	EA	28
Audio Equipment	Array Frame	EA	12
Audio Equipment	Wedge/Stage Monitors for 52' x 24' stage	EA	8-16
Audio Equipment	Loudspeaker JBL SRX812 (or equivalent)	EA	8
Audio Equipment	Tall Black Speaker Stands	EA	8
Audio Equipment	Amplifier 4CH QSC PLD 4.5-NA (or equivalent)	EA	8
Audio Equipment	Digital Audio Console with delay capability for 300' tent	EA	1
Audio Equipment	FOH Processing Rack	EA	2
Audio Equipment	Podium Mic (MIC-DLX PODIUM AT 857AML?)	EA	4
Audio Equipment	Wireless Microphones with wired backup.	EA	8

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.13 Video Equipment Requirements:** Contractor is to provide and install the following Video Equipment to be used for events during the week of Monday, May 15, 2023 through Friday, May 19, 2023.

- 3 double-stacked HD projectors capable of outdoor display, with backup projectors. All projectors must be 1080i/1080p compatible.
- Small video switcher (with frame store/frame grab capability)
- 2 Down stage video monitors in stage wedges or equivalent
- 1 backstage video monitor in office area on a floor stand or cart
- Cabling, conversion and distribution equipment for routing video signal to all displays

College will provide:

- MCTV will provide a multi-camera switched, open captioned video feed via coaxial cable, BNC connection.

Contractor is to provide and install the following Video Equipment to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023.

<b>Title</b>	<b>Description</b>	<b>U/M</b>	<b>Qty</b>
Video Equipment	10 X 18 16:9 Screen Kit	EA	6
Video Equipment	10 X 18 16:9 Dress Kit	EA	4
Video Equipment	Equal to or greater than 1080 HD 3DLP Projector Christie HD-M	EA	6
Video Equipment	Back up HD projectors	EA	2
Video Equipment	Projector Flyware	EA	2
Video Equipment	Projection Carts	EA	4
Video Equipment	42" HD Monitors w/ Speakers Nee E425 (or equivalent)	EA	3
Video Equipment	Confidence Monitor Stands (one for audio operator in back)	EA	3
Video Equipment	HD-SDI 1x4 DA	EA	4
Video Equipment	HD-SDI to HDMI Converter	EA	4
Video Equipment	Hi-Res Seamless Switcher (Analog Way Pulse 2 3G PLS350 or equal)	EA	2

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.14 Lighting Equipment Requirements:** Focus areas are to include:

- Podium, downstage center (Double redundancy specials)
- Full stage wash (Keys, Fills, and Backlights)
- Student and VIP Section of Audience (front third of audience), including aisle
- All Processional Entrances (rear and sides)
- Uplighting on stage drapery
- Dimming and control devices are at the discretion of the vendor. All lighting cable shall travel in the air from trusses to dimming. The Vendor is responsible for providing their own power (generator & feeder cable).

Contractor is to provide and install the following Video Equipment to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023.

Title	Description	U/M	Qty
Lighting Equipment	Leko w/ assorted degree lenses	EA	60
Lighting Equipment	Source 4 Par	EA	40
Lighting Equipment	Freedom PAR Quad4	EA	60
Lighting Equipment	Schedule 40 (8' - 10 ') Pipe	EA	8
Lighting Equipment	Dimmer 24 X 2.4K	EA	4
Lighting Equipment	16 CH Lighting Controller NSI MC7516	EA	2

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

**3.15 Stage and Screen Surround Requirements:** Contractor will provide and install approximately 60’ wide of 20’ tall drape hung from the lighting truss behind the stage, a combination of black, purple and silver ([reference pictures at available at this link](#)) Vendor will install 1 (one) 10’ diameter seal provided by the college onto the stage backdrop. All materials used in the Stage backdrop must be certified flame retardant and the vendor must submit a copy of the Flame-Retardant Certificate with this RFP response. The Contractor will install 20 Montgomery College Flag banners ([see pictures](#)). The flag banners are a visual representation of all the countries represented by Montgomery College Students.

Contractor is to provide and install the following Stage and Screen Surround Drape to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023.

Title	Description	U/M	Qty
Stage and Screen Surround Drape	30 ft. of 22'h BLACK DRAPE	EA	4
Stage and Screen Surround Drape	30 ft. of 22'h PURPLE DRAPE	EA	4
Stage and Screen Surround Drape	30 FT SILVER DRAPE 12' H / 6 panels to swag	EA	1
Stage and Screen Surround Drape	20 ft. of 22' h SILVER DRAPE	EA	2
Stage and Screen Surround Drape	70 ft. of 16'h BLACK DRAPE	EA	2

**3.16 Stage Plant and Decoration Requirements:** Contractor is to provide and install the following plants for Stage Decoration to be used for events during the week of Monday, May 15, 2023 through Friday Monday, May 19, 2023.

Title	Description	U/M	Qty
Stage Plants	3' - 4' Date Palm Foliage - Black Pot	EA	12
Stage Plants	3' boxwood hedge artificial	EA	4
Stage Plants	6" petunias purple/white	EA	8
Stage Plants	Boston Ferns	EA	12
Stage Plants	6" Ivy	EA	12
Stage Plants	10" petunia baskets purple/white	EA	12
Stage Plants	20" black planters for the ivy and 6" petunias	EA	6

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 4 – PROPOSAL EVALUATION AND AWARD**

**4.1 Evaluation**

**4.1.1 Evaluation Process**

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

Technical Proposals will be opened first 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.

**4.1.2 Evaluation Criteria**

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

- 4.1.2.1 **Statement of Qualifications (20 Points).** Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror's organization size, length of time the organization has been providing the required services.
- 4.1.2.2 **Relevant Experience (25 Points).** Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services with institutions similar in size to Montgomery College.
- 4.1.2.3 **Project Understanding and Approach (20 Points).** Clear understanding of the background and requirements of the Scope of Work (detailed in response). Demonstrate the tasks that must be accomplished to complete the project, and a narrative description of the plan to execute them. The project approach and timeline to be outlined in detail.
- 4.1.2.4 **Completeness of Proposal Documents (5 Points).** The proposal is organized and complete in every detail, prepared in a simple and straightforward manner, sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. All required document submittals are included and in the order requested.
- 4.1.2.5 **Price Proposal (30 Points).** = **100 total maximum points**

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 4 – PROPOSAL EVALUATION AND AWARD - continued**

**4.1.3 Technical Proposal**

Statement of Qualifications, Relevant Experience, Project Approach/Timeline and Completeness of Proposal Documents represent the technical proposal. The Technical Proposal will be valued at 70 points and the Price Proposal will be valued at 30 points. An award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 5 – PROPOSAL SUBMISSION**

**5.1 Proposal Organization**

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 6.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

**5.2 Required Technical Proposal Submittals**

5.2.1 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications
- Project Understanding and Approach
- Detailed drawings and renderings showing proposed Tent, Stage, Audio-Video, Lighting layouts.
- Detailed information including manufacture specification sheets for equipment offered.
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Conflict of Interest form (Attachment B)
- Completed Contractor Information form (Attachment C)
- Acknowledgement of Receipt of Addenda (if applicable)
- Non Debarment Acknowledgement (Attachment F)
- Mid-Atlantic Purchasing Team Rider Clause (Optional)

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

**5.2.1 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.

**5.2.2 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 5 – PROPOSAL SUBMISSION – continued**

**5.2.3 Project Understanding and Approach**

Offeror shall submit a project approach, detailing assessment process. Approach must include completion timelines consistent with the completion date of the project. Specific plans and methodology for providing the required services including:

- Detailed drawings and renderings showing proposed Tent, Stage, Audio-Video, Lighting layouts.
- Detailed list of all equipment offered (Use the Attachment X, Detailed Price Proposal sheet)
- Detailed information including manufacture specification sheets for equipment offered.

**5.2.4 Relevant Experience**

Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services with municipalities similar in size to Montgomery College.

**5.2.5 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 and telephone numbers 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.

**5.2.6 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.

**5.2.7 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.

Section 6 - Price Proposal form must be completed in full, signed, and dated. Offers must also submit electronically via a USB thumb drive detailed pricing of all line items listed in [Attachment E – DETAILED PRICE PROPOSAL](#) to be considered for award; failure to do so will deem an Offer non-responsive.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 5 – PROPOSAL SUBMISSION - continued**

**5.3 Electronic Proposal Submission Instructions**

The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment D: General Conditions and Instructions.

All Offeror’s proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **January 16, 2023**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include “Vendor Response to **RFP No. E523-009, Commencement Event Services**.”

**Email address:** [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 Proposal, along with any addenda acknowledgements, if applicable.
- ✚ **One** original, signed price proposal, marked as such, and submitted in a separate envelope.

**Hard copy bid response must be received by the College within ten (10) business days of the electronic submittal deadline date.** Vendor proposal will not be rejected, if hardcopy is not received by the proposal submittal deadline; however, it must be received prior to contract award or sooner.

Original hardcopy bid shall be mailed or delivered to the following address:

**Montgomery College**  
**Attn: Office of Procurement**  
**9221 Corporate Blvd.**  
**Rockville, Maryland 20850**

Request for Proposal (RFP) title/number should be reflected on outside of package, along with RFP closing date and time.

**Note:** Opening Hours: 9:00 a.m. – 5:00 p.m., **Monday through Friday**, Except for College Holidays  
Phone Number: 240-567-5282

Proposals shall be certified, wet signed, and dated by a bona-fide agent of the Offeror, and include minority classification, if applicable. Failure to include all required submittals may render the Proposal non-responsive. The College will reject any offer without an authorized signature.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**SECTION 6– PRICE PROPOSAL**

Montgomery College, Commencement Week Event	TOTAL
All costs associated in the fulfillment of all product and service requirements listed herein. <b>Offeror MUST also complete the <a href="#">detailed price proposal sheet, (Attachment E)</a></b> <b><u>Detailed Price Proposal must be submitted electronically via USB thumb drive</u></b>	\$

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 later for additional charges due to the Offeror’s omission.

**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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT A - 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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT B – CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**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)

---

---

---

---

Company Name Name

---

Street Address Authorized Signature and Date

---

City, State, Zip Code Title

Please return to: Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
---

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT E– DETAILED PRICE PROPSAL SHEET**

Bidder must provide an electronic copy of the detailed pricing sheet for **all items** as listed on the detailed price proposal to be considered for award.

Detailed Price Proposal Spread Sheet is available by clicking the following link, the offeror must complete and upload the detailed price sheet to a USB thumb drive and submit in the price proposal envelope as specified in Section 6 – Proposal Submission. Failure to attach the detailed price proposal sheet via USB thumb drive will result in the disqualification of submitted proposal.

<https://www.dropbox.com/scl/fi/vzea5iww4mg3mwoepqjt/ATTACHMENT-E-Detailed-Price-Proposal-Sheet-RFP-e523-009.xlsx?dl=0&rlkey=z5wpdeojtk217e5858r2q5wr>

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT F – NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

\_\_\_\_\_ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Montgomery College Board of Trustees or any employees of the College has any interest in the bidding company except as follows:

---

---

---

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery College should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

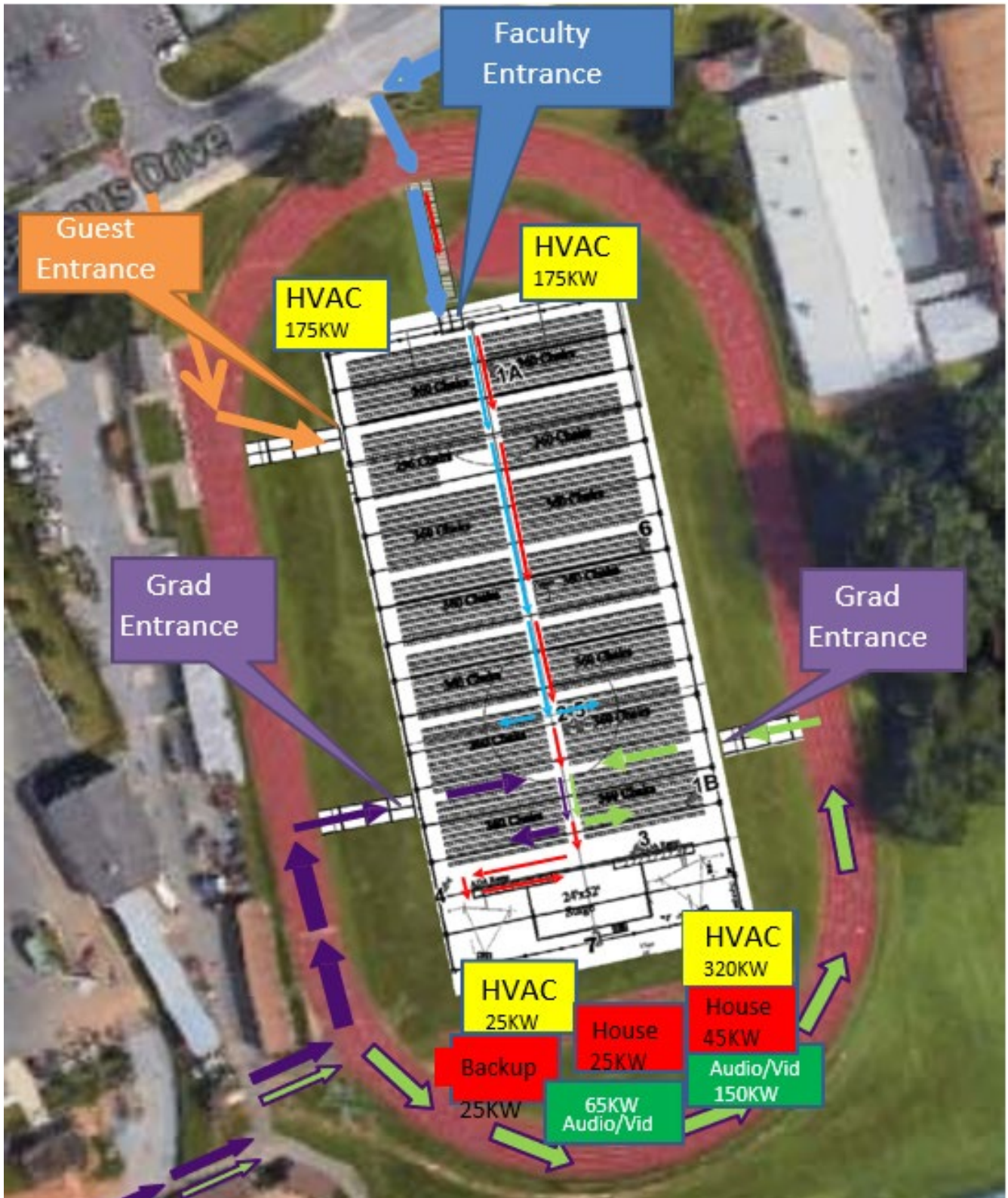
**ATTACHMENT G– COMMENCEMENT TENT AND RESTROOM LAYOUT**



	<b>Title</b>	<b>Description</b>	<b>U/M</b>	<b>Qty</b>
1	Large Main Tent	132'x279' ClearSpan Tent	EA	1
2	Entrance Tent	9'x60' Faculty Entrance Tent with Sides	EA	1
3	Entrance Tent	9'x50' Audience Entrance Tent	EA	1
4	Entrance Tent	9'x50' Student Entrance Tent (bleacher side)	EA	1
5	Entrance Tent	9'x75' Student Entrance Tent (Gudelsky side)	EA	1
6	First Aid Tent	10'x10' First Aid tent	EA	1
7	Stroller Tent	16'x16' Stroller tent	EA	1
8	Gate Entrance Tent	20'x20' guest entrance tent -at the gate	EA	1
9	Gate Entrance Tent	20'x40' red/white tent w/gutter and walls to enclose long sides and two sides of 20x20 entrance tent	EA	1
10	TV Production Tent	10'x10' TV Productions Tent with walls	EA	1
11	TV Production Tent	10'x10' TV Production tent no walls	EA	1
12	Green Room Tent	20'x20' green room tent	EA	1
13	DJ Tent	9'x10' DJ Tent	EA	1
14	Reception Tent	30'x45'x7' Reception Tent. white frame tents, w/sides and water ballast	EA	1
15	Reception Tent	30'x50'x7' Reception Tent. white frame tents, w/sides and water ballast	EA	1
16	Alumni Tent	20'x40' alumni tent white, frame, tents, w/sides and water ballast	EA	1
A	18' Restroom Trailer	18' Restroom trailer for guest (for use on 05/22/19) only	EA	2
B	ADA Restroom Trailer	ADA Accessible Restroom Trailer for students (05/18-05/22)	EA	1
C	18' Restroom Trailer	18' Restroom trailer for students (05/18 - 05/22)	EA	1
D	ADA Restroom Single unit	ADA single unit with Hand Sanitizer for guest (for use on 05/22/19) only	EA	1

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL TITLE: Commencement Event Services  
RFP NUMBER: E523-009  
RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.

ATTACHMENT H- COMMENCEMENT ENTRANCE AND GENERATOR LAYOUT

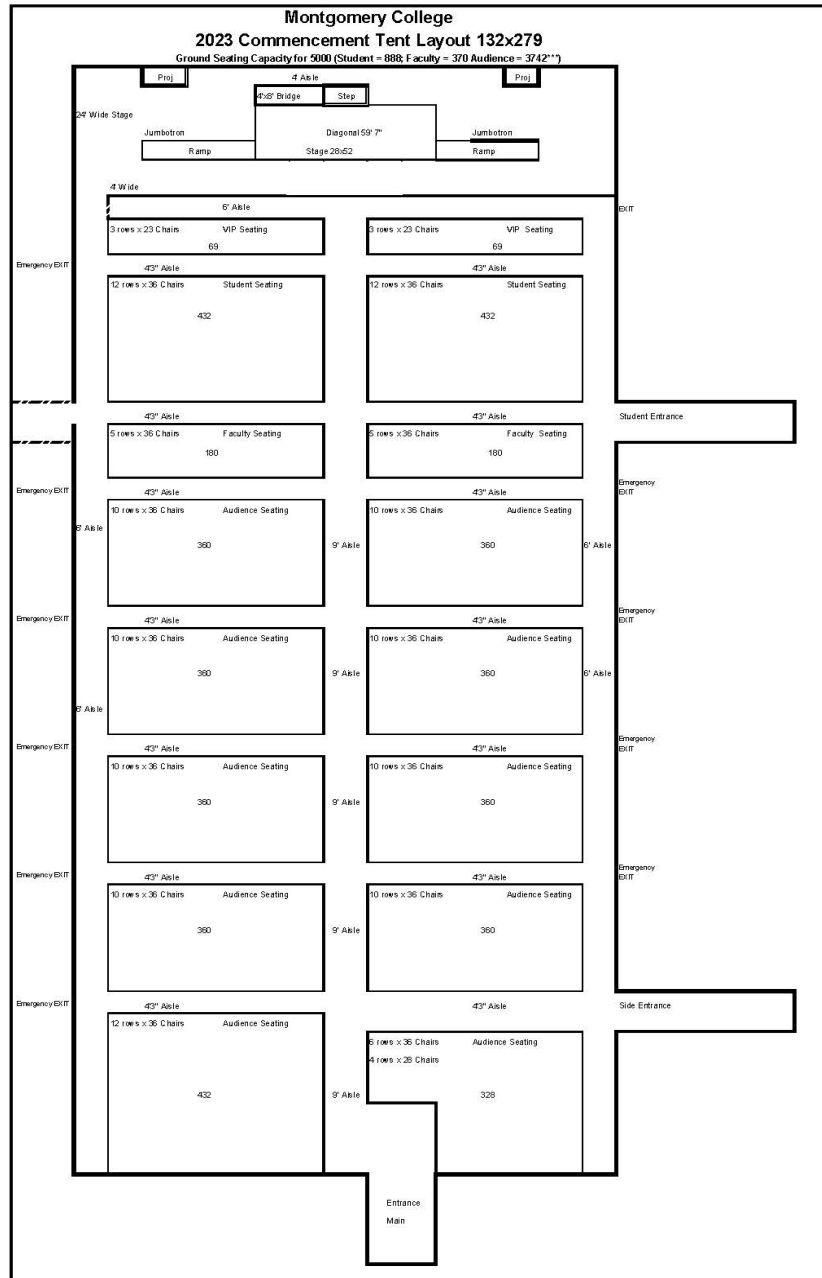


**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT I– COMMENCEMENT STAGE AND CHAIR LAYOUT**

A detailed drawing of the interior of the tent layout can be found by clicking on the following link.

<https://www.dropbox.com/s/eqnnespy78blypw/RFP%20e523-009%20MC%20Interior%20Tent%20Layout.pdf?dl=0>



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT J – 2023 COMMENCEMENT WEEK PRODUCTION SCHEDULE**

<u>Start Time</u>	<u>End Time</u>		<b>MONDAY, MAY 15: PRODUCTION DAY – HARRY HARDEN ACADEMIC AWARDS</b>
6:00 AM		CONTRACTOR	Wipe Down Chairs, Finish Punch List
7:00 AM		CONTRACTOR	Start A/C if necessary
9:00 AM		MCTV	Full Time Staff & Freelancer Crew Call at MT10
9:15 AM		MCTV	MCTV Gear Loaded
9:30 AM		MCTV	MPV Powered at Commencement Tent
		MCTV	Load In Begins at Commencement Tent
10:00 AM		MCTV	Student Crew Call at Tent
		CONTRACTOR	Crew Call – AV and Lights
		CONTRACTOR	Plants Delivered
10:15 AM		MCTV CONTRACTOR	Setup: Cameras; Audio and Video Feeds to/from CONTRACTOR
		MCTV CONTRACTOR	MCTV Walkthrough with CONTRACTOR
11:30 AM		MCTV CONTRACTOR	Tech Check
12:00 PM	1:00 PM	ALL	Lunch Break
12:00 PM			Restroom Delivery
1:15 PM		MCTV	Crew In Place
1:30 PM		MC STAFF VOLUNTEERS	Staff and Volunteers in place, ready for event start
2:00 PM		MCTV CONTRACTOR	Entertainment Talent: Rehearsal / Sound Check
3:00 PM		MCTV CONTRACTOR	Pre-Show Roll with CD Music
3:00 PM		MCTV CONTRACTOR	Doors Open / Guests Begin to Arrive
3:45 PM		MCTV	Crew in Position / On Heads
3:55 PM		MCTV	Call Head End
3:55 PM		MCTV	Livestream begins
4:00 PM		MCTV	ON AIR: Harry Harden Awards
5:30 PM		MCTV	Show Ends
5:30 PM		MCTV	MCTV Off Air
5:30 PM		MCTV	Video Slides Roll to Screens
5:30 PM			Reception Begins
6:00 PM		MCTV	Crew Released
6:30 PM			Reception Ends (approximate)
6:30 PM			Changeover/Cleanup for Rehearsal Begins
6:30 PM		MC Facilities	Clean Portable Restrooms

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT J – 2023 COMMENCEMENT WEEK PRODUCTION SCHEDULE - continued**

<u>Start Time</u>	<u>End Time</u>		<b>TUESDAY, MAY 16: REHEARSAL DAY</b>
7:00 AM		CONTRACTOR	Start A/C if necessary
9:00 AM		CONTRACTOR MCTV	Walk Through with Event Staff & Tech Coordinator (correct any issues)
1:00 PM		CONTRACTOR	Lights & Sound arrives
		MC	Staff & Volunteers in place for Rehearsal
			Delivery: 2 more restroom trailers
1:30 PM		MC	Doors Open for Rehearsal / Students Arrive
2:00 PM		MC	Rehearsal Begins
		MCTV	Social Media / Web Stream presentation
3:45 PM		MC	Rehearsal for VPP's, Deans, Readers
5:30 PM		MC	Approximate End Time Rehearsal
			Changeover/Cleanup begins
		MC Facilities	Remove tables
<u>Start Time</u>	<u>End Time</u>		<b>WEDNESDAY, MAY 17</b>
6:00 AM		MC Facilities	Grass Re-Cut (inside and Outside) of Tent
9:00 AM		CONTRACTOR	Changeover/Setup for Commencement
10:00 AM		CONTRACTOR	Deliver Balance of Chairs & Stanchions
		CONTRACTOR	Banding Chairs
12:00 PM		CONTRACTOR	Walk Through with CONTRACTOR to Create Punch List of Remaining Issues
		CONTRACTOR	Setup VIP Chairs in Main Tent
		CONTRACTOR	Restrooms to be Pumped

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT J – 2023 COMMENCEMENT WEEK PRODUCTION SCHEDULE - continued**

<u>Start Time</u>	<u>End Time</u>		<b>THURSDAY, MAY 18 MCTV SETUP DAY</b>
8:00 AM		<b>CONTRACTOR</b>	Wipe Down Chairs
		<b>CONTRACOTR</b>	Finish Punch List
9:00 AM	11:00 AM	<b>CONTRACTOR</b>	Delivery of remaining plants to main stage Water existing plants on main stage
9:00 AM		<b>MCTV</b>	Crew Call at MT10
9:15 AM		<b>MCTV</b>	Crew Call at Commencement Tent
10:00 AM		<b>MCTV</b>	Student Crew Call at Commencement Tent
11:00 AM		<b>FIRE MARSHALL</b>	Visits & Approves Tent and Generators
11:00 AM		<b>CONTRACTOR</b>	Lights and Sound Arrives
11:00 AM			Restroom Facilities – Restock and service restrooms
12:00 PM	1:00 PM	<b>MCTV</b>	Lunch Break
2:15 PM		<b>MCTV</b>	Fax Cameras
2:30 PM		<b>MCTV CONTRACTOR</b>	FULL TECHNICAL FAX: Cameras; Video and Audio feeds, Lip Sync, Tint Social Media Feed; video feed to headend
3:00 PM		<b>MCTV CLASSIC PHOTOGRAPHY</b>	Walkthrough/Camera Blocking with MCTV/Classic Photography (David Christiansen)
3:15 PM		<b>MC</b>	Gonfalon & Mace Practice
3:15 PM		<b>MC</b>	Rehearsal: Anthem Singer
3:15 PM		<b>MC</b>	Admissions to stage diploma covers
3:15 PM		<b>SECURITY OFFICE</b>	Rental Deliveries: Metro Golf Carts (3 six passenger, 1 four passenger, 1 cargo) National Capital (100 Traffic Cones, 18 Barricades w/lights)
3:15 PM		<b>MCTV/ VITAC</b>	Captioning Test Record
4:00 PM		<b>MCTV</b>	Partial Strike (Cameras)
4:30 PM			OUT TIME (approximate)
Sunset			CONTRACTOR to Start A/C if necessary

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

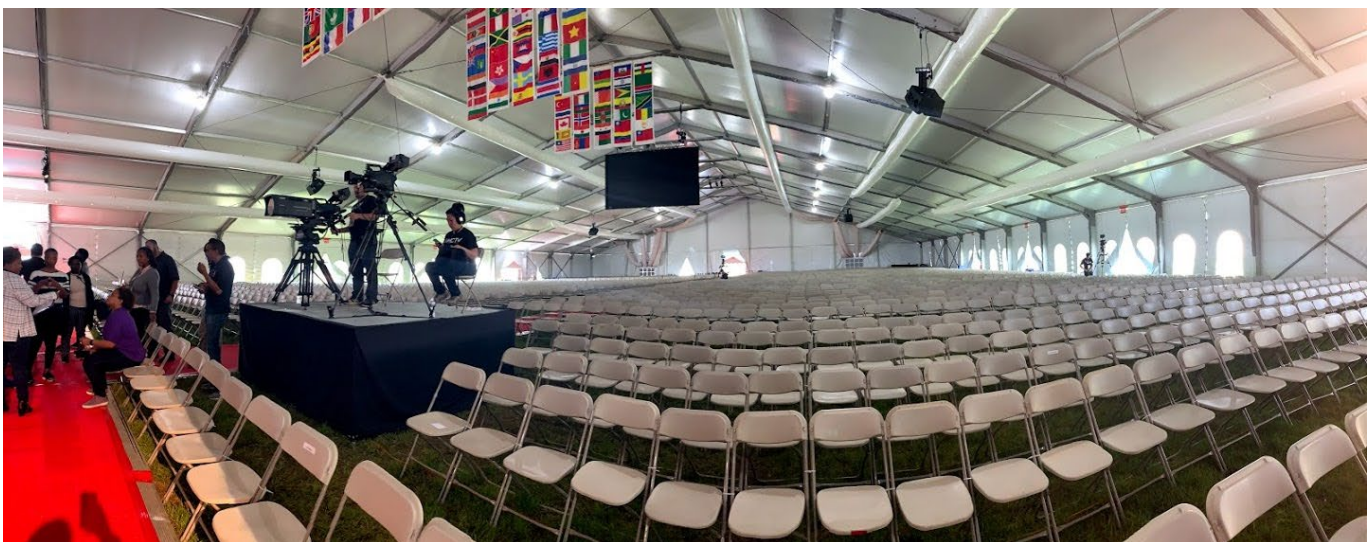
**ATTACHMENT J – 2023 COMMENCEMENT WEEK PRODUCTION Schedule - continued**

<u>Start Time</u>	<u>End Time</u>		<b>FRIDAY, MAY 19: PRODUCTION DAY – COMMENCEMENT 2023</b>
7:00 AM		<b>MCTV</b>	<b>MCTV Crew Call at Tent (Staff/Freelancers/Students)</b>
		<b>MCTV</b>	<b>MPV Powered</b>
		<b>MCTV</b>	<b>Camera Setup</b>
7:00 AM		<b>CONTRACTOR</b>	<b>Crew Call</b>
		<b>MCTV</b>	<b>ENG Crew to Main Gym</b>
7:30 AM		<b>CONTRACTOR</b>	<b>Tent &amp; Event Area Powered and Event Ready</b>
		<b>MCTV</b>	<b>White Balance Cameras (with stage lights)</b>
		<b>ALL</b>	<b>FULL TECHNICAL FAX – Including Lip Sync Test</b>
8:00 AM		<b>TENT</b>	<b>Doors Open</b>
8:00 AM	10:00 AM	<b>MCTV</b>	<b>MPV Live to Screens in Tent (Tint Social Wall / Pre Show Roll) with Walk In Music and Audio from Laptop/Tint</b>
9:40 AM		<b>MCTV</b>	<b>Crew in Position</b>
		<b>MCTV</b>	<b>Livestream/Facebook Live feed starts</b>
9:45 AM		<b>MCTV</b>	<b>Coordinate VITAC Colorado Phone Connection</b>
9:55 AM	10:00 AM	<b>MCTV</b>	<b>MPV Calls Head End</b>
9:59:30 AM		<b>MCTV</b>	<b>Program to Black</b>
10:00 AM		<b>MCTV</b>	<b>Commencement Begins / MPV Rolls Open</b>
		<b>MCTV</b>	<b>Swap FS9 BNC (Tint Feed to Camera 9)</b>
12:30 PM (approx.)			<b>Commencement Ends (approximate)</b>
12:30 PM (approx.)		<b>MC Facilities</b>	<b>Police field for crowd debris</b>
12:30 PM	1:15 PM	<b>MCTV</b>	<b>ENG Post Ceremony interviews &amp; b-roll</b>
12:30 PM		<b>MCTV</b>	<b>Full Strike (leave logo on projectors for student photo ops)</b>
1:30 PM		<b>CONTRACTOR</b>	<b>Teardown Stage &amp; Lighting</b>
2:00 PM		<b>MCTV</b>	<b>Freelance Crew and Students Released</b>
		<b>MCTV</b>	<b>Staff Return Gear to Macklin Tower</b>
2:30 PM			<b>OUT TIME (approximate)</b>

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT K– PHOTOS OF PAST COMMENCEMENT**

High Resolution versions and more photos of past Commencement Ceremony setup can be found at this link  
[https://photos.google.com/share/AF1QipPu8s1SuMBQxhpUTjfdp6BInge4QHAFIg2sMxnYxv8\\_metET5Vxp0krx6eWLRmMaA?key=ci01X2xjQjFKSGNvNjUySk5iNIRITGM3amJELV9R](https://photos.google.com/share/AF1QipPu8s1SuMBQxhpUTjfdp6BInge4QHAFIg2sMxnYxv8_metET5Vxp0krx6eWLRmMaA?key=ci01X2xjQjFKSGNvNjUySk5iNIRITGM3amJELV9R)





**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT L – GENERAL CONDITIONS AND INSTRUCTIONS**

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT L– 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 Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

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

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

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

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

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

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

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT L – 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 bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT L – 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 Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: Commencement Event Services**  
**RFP NUMBER: E523-009**  
**RFP CLOSING DATE AND TIME: January 17, 2023 AT 3:00 P.M.**

**ATTACHMENT M – 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>