



Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL**

**RFP NO. E523-016**

**RFP TITLE: Online Ordering, Printing, and Delivery Services for  
Montgomery College Business Cards & Stationery**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time on **May 8, 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 Offeror's that have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that any amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

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

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal (RFP) to provide Montgomery College online ordering, production, printing, and delivery of business cards and stationery, on an as-needed basis, in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offeror’s” 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 4, 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., May 8, 2023** Eastern Daylight Time (EDT). **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 to **Chiquita Manago Haywood, Purchasing Agent**, via e-mail to [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu). The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **3:00 pm, April 21, 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.

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**1.5 Proposal Validity**

Offeror's must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

**1.6 General Conditions and Instructions**

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

**1.9 Subcontractors**

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

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**1.10 Proposal Evaluation**

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

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

**1.11 Proposal Rejection**

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

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

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

- Technical Proposal, including all attachments and
  - Transmittal Letter
  - Firm Qualifications and Experience
  - Current Online Products and Services
  - Mandatory Requirements Checklist (Attachment A)
  - References (Attachment B)
  - Conflict of Interest Statement (Attachment C)
  - Contractor Information Form (Attachment D)
  - Debarment Acknowledgement Form (Attachment E)
  - Samples (See Section 2.8 for list)
  - Subcontractor List, if applicable
  - Acknowledgement of Receipt of Addenda, if applicable
  - Offeror's Proposed Contract Form and/or Terms of Conditions, if applicable
- Price Proposal (Section 6)

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**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**

This Request for Proposal is based on an award for a firm fixed-price requirements contract. The award will be made in aggregate in the best interest of the College to the most responsible, responsive Offeror with the **Lowest Grand Total Price** for all items that can meet the terms conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College or by VISA card payment at the time of order. Payment discounts, if offered, will be taken when appropriate, but will not be considered for evaluation for award. This Request for Proposal does not commit the College to award a contract. 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. Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

**1.17 Contract Term**

The initial term of this contract will be for **one (1) year from date of award**. Beyond the initial term, at the sole option of the College, the contract **may be renewed for up to 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.

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**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. Any agreed-upon modification or amendment must be in writing and signed by both parties.

**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 seven (7) days of notice of award. The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

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

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

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

**Commercial General Liability Insurance**, excluding automobiles Owned or hired by the Contractor, with limits as follows: Bodily Injury and Property Damage: \$300,000 combined single limit of bodily injury and property damage

- Contractual Liability – Premises and Operations
- Independent Contractors

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**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 coverages 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. E523-016. 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.



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**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**

Successful Offeror shall accept College purchase orders and the College's Visa Purchasing Card as forms of online payment. The College will pay only for cards ordered, delivered, received, and accepted. All orders will be placed online directly by College departments and offices.

Visa Card Payments

Contractor must provide a secure credit card system and accept the Montgomery College Purchasing Card (P-Card)/Visa as a payment method. The majority of all payments will be made with the College P-Card. Visa card numbers may not be stored in the Contractor's system. The Contractor shall not pass on to the College any P-Card/Visa processing or banking fees. Invoices/paid receipts for orders paid with P-Cards must be e-mailed directly upon order completion to the College staff placing the orders (and not to Accounts Payable).

Purchase Order Payments

Contractor must accept Montgomery College purchase orders on an account basis with Net 30 payment terms upon electronic receipt by the College of valid invoices. 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. Orders not paid by Visa **must** reference a purchase order number. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Office of Business Services, Attention: Accounts Payable, 9221 Corporate Boulevard, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.28 Public Record and Proprietary Information**

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the MPIA, may be exempted from disclosure. Offeror's must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary". It is not sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

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Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the MPIA. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

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

**1.30 Ownership of Documents and Information**

All disks, plates, negatives, photos, files, data, etc., which are prepared by the successful Contractor and form a part of its services, are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of the contract. The successful Contractor is responsible for the protection and/or replacement of any original documents in its possession. All original documents must be returned to the College upon completion of the contract. All editorial materials, including but not limited to original copy, artwork, photographs, proofs, corrected proofs, CD-ROMs, DVD-ROMs, USB drives, and negatives, etc., are the property of the College and must be returned following the completion of the contract, and any College data electronically stored on Contractor media or system shall be deleted upon completion of the contract. Original artwork, photographs, and copy may not be altered by the Contractor without written approval of the College.

In the event the Contractor is unable to continue providing the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the express written consent of Montgomery College.

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

**1.31 Advertising/Publicity/Use of Logo**

Neither the College nor the Contractor shall advertise, publish, or use any information about the contract in any format or media for advertising or publicity without written consent from the other party. No indication of purchase or use of goods or services by Montgomery College shall be used in Contractor's product literature or advertising without the prior written consent of the College. Neither party shall use the other party's logo without prior written consent. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of reference.

**1.32 Advertising**

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

**1.33 Tobacco and E-Cigarette Policy**

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

**1.34 Safety Requirements**

If applicable, awarded contractors must adhere to Montgomery College mask requirements and social distance recommendations, which may change from time to time, as conditions dictate. Refer to the website link: <https://www.montgomerycollege.edu/coronavirus/return-to-campus/index.html>.

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

**2.1 Background**

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

The Office of Communications supports the College community through internal and external communications, including the development of print publications, websites, and strategic promotional materials. The Creative Services unit, within the Office of Communications, oversees the College's use of standard typographic formats, paper, ink, and other visual elements to ensure a strong and consistent brand. Business card and stationery usage and paper stock vary based on academic and administrative needs and are aligned with the College's brand.

**2.2 Objective**

The objective of this RFP is to acquire the services of a qualified Contractor who can customize and host an online ordering site, provide online ordering, as well as print and delivery services for the College's stationery and business cards as-needed.

**2.3 Scope of Work/Specifications**

Offeror shall provide the labor, equipment, supplies, materials and infrastructure to successfully provide online ordering, printing, and delivery services for College business cards and stationery. An Offeror's proposed solution must describe the Offeror's ability to provide the necessary requirements for the duration of the contract period. Offerors will be expected to demonstrate the ability to process orders and facilitate speedy reprints and deliver high-quality products in a timely manner. The online ordering site will provide ordering capabilities, order management, shipping, tracking options, secure credit card and purchase order payment processing, and customer service support.

The successful Offeror shall be required to perform the following:

- Create, provide, and maintain a **Montgomery College-branded website** for College employees to place orders for business cards and stationery. The Contractor shall accept orders only through the College website and shall **not** accept e-mailed, faxed, or similarly transmitted orders.
- Provide secure login for ordering, departmental identification, and approvals.
- Provide access to stored department records of previously approved and ordered items for quick recall and reorder by College users.
- Provide training on use of the Contractor's system through a customized, self-paced, online instructional demonstration/manual on the College's branded website hosted by the Contractor, maintained for the duration of the contract, and updated, when necessary, for ongoing user training.

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

**Online Ordering Website Requirements:**

The site shall follow current industry standards and best practices and shall include, but not be limited to:

- Ease of navigation.
- Access to all relevant product information.
- Clear visualization of all products.
- Generation of instant contract pricing for all products.
- Order preview function which also allows access to order history
- Real-time or up to date order and shipment tracking through the entire order cycle.

In addition, the Offeror/Contractor and the College shall acknowledge that the Offeror/Contractor:

- Is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and components do not violate any known patent, trademark, trade secret, copyright or any other right of ownership of any third party.

The following specifications may not represent an all-inclusive list. Additional similar products may be added by the Procurement Office during the course of the contract as needed.

**BUSINESS CARDS:** The successful Offeror must be able to:

- Store the two-color, offset-printed business card shell, print offset, and deliver two-color, offset-printed College business cards with the College logo to an official College address. The initial card imprint color of the cardholder's information shall be Black; however, the College reserves the right to add additional PANTONE color(s) later to its business cards, and, if so, pricing will be negotiated.
- Provide a user-friendly, online-store-style interface with an image of the business card available for purchase with user customized information to be imprinted, its price, and a tracking system to allow requestors to check the status of their orders, from approvals, processing, printing, shipping, to delivery.
  - Drop-down menus to facilitate ordering and ensure accuracy, such as for College official addresses; add department/office field (similar to the address function) to the online template; function requiring upload of official job title as assigned by Human Resources; printing options to select quantities (e.g., 125, 250, 500, 1,000, and 2,000), with matching prices; and delivery locations.
  - Design/proof approval processes via e-mail or online to designated supervisor before purchase to ensure accuracy, e.g., online PDF proof, and ability to delegate proof authority.
  - Authorization e-mails to allow account administrators to approve or deny before proceeding with printing orders and ability to delegate approval authority.
  - Imprint of customized designs using templates developed by the College Office of Communications/Creative Services. Initial imprints will be printed offset in two PANTONE ink colors: Black + PMS 2617.

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- **Standard Business Card Specifications:**
  - **Stock:** 100# Cougar Opaque Smooth White Cover
  - **Stock Color:** White
  - **Prints:** Two sides; must be offset printing. All cards must print the College Mission Statement on one side of the card and the cardholder information and College logo on the other side. The College will provide the content and artwork for the generic side of the card and the template for cardholder data.
  - **Business Card Size:** 3.5" x 2". Cards are to be boxed in available quantities of 125, 250, 500, 1,000, and 2,000.
  - **Ink Color:** Two PANTONE ink colors, Black and PMS 2617 (**no** thermography; no CMYK digital printing.)
  - **Inclusive Pricing:** All pricing shall include card/shell setup, typesetting, online ordering and processing and any required adjustments, printing, shipping, and delivery.
- **Required Reprints and Quality Standards:**

Poor quality cards, as determined solely by the College, shall be returned to the Contractor, which shall reprint them at no additional charge to the College. Cards must be free from smudges, lint, dirt, spots, wrinkles, folds, scuff marks, curling, and dog ears. Paper must be flat, squarely cut, and free from knife markings and ragged or torn edges. The College reserves the right to reject cards that display these or related problems, any old stock, or any paper not conforming to the specifications outlined in this RFP.

**STATIONERY:** The successful Offeror must be able to:

- Store Shells to Print and Deliver the following one-color and two-color items:
  - Standard and approved customized Letterhead with matching blank second sheet letterhead.
  - #10 Regular Envelopes with standard campus and approved customized return addresses.
  - #10 Window Envelopes with standard campus and approved customized return addresses.
  - #9 Business Reply Envelopes, with imprinting of variable return address data.
  - 9" x 12" brown Kraft and white Envelopes with standard campus and approved customized return addresses.
  - 9½" x 12½" brown Kraft and white Envelopes with standard campus and approved customized return addresses.
  - Images/thumbnails of approved items available for purchase and their prices on the online site.
  - Upload to the College's branded site all existing PDF templates provided by the Office of Communications/Creative Services.
  - Upload to the College's branded site all new templates (PDFs) provided by the Office of Communications/Creative Services, and create and hang to the website all new templates requested adhering to existing artwork, layout, and font. Once created new items must be stored on the site for future orders. All such additions, any item removals, and any item modifications must be requested and approved by the Office of Communications/Creative Services.

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**Letterhead and Envelope Specifications:**

- Letterhead – Two-Colors: PANTONE 2617 and PANTONE Cool Gray 10
  - Stock: 24 lb. Writing, House Stock or 60 lb. Text equivalent (for Standard Economical option) and 70 lb. Text, Cougar Opaque Smooth White or Accent Opaque White (for Premium option)
  - Color: Bright White (97 or higher brightness)
  - Print Process: Offset Printing. No thermography or CMYK digital printing.
  - Ink: Two PANTONE Ink Colors: PANTONE 2617 and PANTONE Cool Gray 10
  - Size 8 ½" x 11"
  - Type Style: Roboto Condensed Font Family
  
- Letterhead – Matching Second Sheet (No Printing)
  - Stock: 24 lb. Writing, House Stock or 60 lb. Text equivalent (for Standard Economical option) and 70 lb. Text, Cougar Opaque Smooth White or Accent Opaque White (for Premium option)
  - Color: Bright White (97 or higher brightness)
  - Size 8 ½" x 11"
  
- #10 Regular/Standard Envelopes with Return Address – Two Colors
  - Stock: 24 lb. White Wove or 60 lb. Text equivalent (for Standard Economical option) and 70 lb. No. 10 Cougar Opaque Smooth White Commercial Flap Envelope or Accent Opaque White (for Premium option)
  - Color: Bright White (97 or higher brightness)
  - Print Process: Offset Printing. No thermography or CMYK digital printing.
  - Ink: Two PANTONE Ink Colors: PANTONE 2617 and PANTONE Cool Gray 10
  - Size: #10 Standard Regular Envelope
  - Flap: Rounded and full-gummed
  - Type Style: Roboto Condensed Font Family
  
- #10 Window Envelopes with Return Address – Two Colors
  - Stock: 24 lb. White Wove
  - Color: White
  - Print Process: Offset Printing. No thermography or CMYK digital printing.
  - Ink: Two PANTONE Ink Colors: Pantone 2617 and Pantone Cool Gray 10
  - Size: #10 Standard Window Envelope
  - Flap: Rounded and full-gummed
  - Type Style: Roboto Condensed Font Family



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- Large Envelopes with Return Address – One Color (Black) for both Envelopes with second option for Two Colors on White Envelope PANTONE 2617 and PANTONE Cool Gray 10
  - Stock: 28# Brown Kraft Envelope: Black ink only
  - Stock: 28# White Envelope: Black ink and second option for Two PANTONE ink Colors: Pantone 2617 and Pantone Cool Gray 10
  - Print Process: Offset Printing. No thermography or CMYK digital printing.
  - Ink: Black Ink and second option for Two PANTONE Ink Colors on White Envelope Pantone 2617 and Pantone Cool Gray 10
  - Size: Standard 9 ½" x 12 ½" with second option for 9" x 12" size
  - Flap: Open on 9 ½" end; with clasp and full-gummed
  - Type Style: Roboto Condensed Font Family
  
- Business Reply Envelope with Indicia, Imprinted as requested by end-user department/office
  - Stock: 24 lb. White Wove
  - Color: White
  - Print Process: Offset Printing. No thermography or CMYK digital printing.
  - Ink: Black Ink
  - Size: #9 Standard
  - Flap: Rounded and full-gummed
  - Type Style: Roboto Condensed Font Family

**2.4 College's Responsibilities**

The College will provide the content for all products, including text, artwork, and photos if applicable, to the successful Offeror to make changes to files if required. The artwork provided to the successful Offeror generally will be in an electronic (Adobe PDF) format or in native-file formats if required. The successful Offeror shall assist with design, building, and hanging to the online store design templates, both current and new. There shall be no additional fees for site or other modifications made by either the successful Offeror or the College.

**2.5 Proofing**

The successful Offeror shall provide quality control and proofing for all items to prevent errors in editorial guidelines. The printing and workmanship of all printing furnished under this contract must be of first-class quality, including clean paper with crisp images; strong/not faded colors; tight, sharp registration; even coverage and consistent ink density; and accurate collating, binding, and trimming. High quality products, fast delivery, reasonable costs, instant proofing, enhanced customer service, and environmentally sound products and processes are required. The online ordering system and delivery processes must be easy to use, convenient, and secure, with online proofing and e-mail confirmation of orders.



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**2.6 Printing**

- The Contractor shall have established quality control processes. There must be no visual variation in color and design integrity from copy to copy and order to order. Contractor must maintain these quality control processes and perform to these standards throughout the term of the contract and must submit five (5) samples of all stationery orders printed, appropriately labeled, to the Office of Communications/ Creative Services, at no additional charge to the College.
- All delivered business cards and stationery must be free of defects. The College reserves the right to reject any inferior business card or stationery if it deems print quality to be unacceptable.
- The Contractor is not permitted to add new business card or stationery formats or to make any changes to existing formats/templates without written authorization from the Office of Communications/Creative Services and Procurement.
- The College will return poor quality products to the Contractor, which will reprint them at no additional charge to the College. If the Contractor is responsible for errors or defects on business cards or stationery, the Contractor must correct as instructed, reprint, and redeliver the product, at its own expense, within three (3) business days.
- The Contractor shall process orders immediately upon final proof approval. **“Ganging” or holding orders for batch printing is not acceptable.**

**2.7 Packaging**

- Orders will be placed by College users on an as-needed basis, with quantities specified at the time of order placement. Orders to be paid via purchase orders/invoices must reference the purchase order number on the outside packaging (and invoices).
- Individual business card orders must be packaged in a sealed box (one cardholder’s cards per box). Stationery orders must be packaged in sufficiently sturdy and protective boxes. Letterhead packaged in reams of 500 sheets. Envelopes packaged in boxes of 500 envelopes.
- A packing list and/or shipping label must be included with each order. Packaged orders must identify the requestor’s name, the recipient’s name, product ordered and quantity, purchase order number if applicable, and campus address (campus name, building name, and room number).
- Orders must be packaged strongly and securely according to accepted commercial practices in a manner to prevent damage to the product during transit and delivery.

**2.8 Delivery**

- After an order has been placed, and a proof approved, business cards must be delivered to the College within **five** business days; letterhead within **five** business days, and envelopes must be delivered within **five** business days. If the Contractor is unable to deliver or fails to deliver a business card order within the five-day time frame, the College reserves the right to purchase the items from another printer and to charge the Contractor for the amount paid that exceeds the contract price.
- An auto-generated email with the shipping tracking number must be sent to approvers in Creative Services and Procurement, and to College requestors for each approved order purchased through the online ordering system.

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- All orders must be delivered to Montgomery College Central Receiving, 7602 Standish Place, Rockville, Maryland 20855, between 7:30 a.m. and 3:30 p.m., Monday through Friday, when the College is officially open.
- Each online order delivered must include a packing list and/or shipping label with the order number, purchase order (PO) or requisition (RQ) number if applicable; products and quantities; names of individuals placing orders and business card cardholder names (ORDERED BY and ORDERED FOR); and the campus name, building, and room number for delivery.
- The Contractor must supply **three (3)** samples of each: #10 Regular Envelope, #10 Window Envelope; Paper Stock Sample(s) for MC Business Cards; Standard and Premium Paper Stock Sample(s) for Stationery; Printout of Offeror’s Online Ordering; Website Home Page; and, Printout of Offeror’s Online Ordering Website Sample Business Card and Stationery Orders. Deliver directly to the Office of Procurement, 9221 Corporate Boulevard, Rockville, MD 20850, Attn: Chiquita Manago Haywood.

**2.9 Pricing**

The prices offered by the Offeror for printing business cards and stationery must include all costs associated with creating, online store hanging, ordering, producing, printing, fulfillment, shipping, and delivering. Additional costs above and beyond the prices stated on the Price Proposal page will not be accepted. Offerors must offer business cards in quantities of 125, 250, 500, 1,000, and 2,000 cards per box and stationery in quantities of 250, 500, 1,000, 2,500, 5,000, 10,000 and additional thousands (with price breaks for additional thousands).

**2.10 Reports**

The Contractor is required to generate annual usage reports (Excel spreadsheets), e-mailed to the College Procurement Office by July 15 for the previous fiscal year usage, that meet the specific reporting needs and requirements of the College. Report information will include, but not be limited to, product name/type, quantities, order and delivery dates, department/office names, payment type (P-Card vs. purchase order number), and unit and total dollar amounts.

**2.11 Online Ordering Process**

The online ordering process must:

- Allow College staff to input business card information directly into the card ordering system.
- Provide buttons designating “New Order,” “Reprint No Changes,” and “Revised Order” or similar.
- Provide the requestor a graphic image of a completed business card for electronic proofing, saving, printing, and transmitting. Insert a **watermark** in proofs to discourage requestors from printing their own cards.
- All proofs are to be in portable document format (PDF) and forwarded via electronic mail to the designated College Contract Administrator for approval prior to printing of both business cards and stationery. Three (3) rounds of proofs are to be included in pricing.
- An auto-generated email with the tracking number must be sent to approvers in Creative Services and Procurement, and to the College requestors for each approved order purchased through the online ordering system.

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- Provide an e-mailed confirmation receipt of the order with final invoice and shipping tracking number.
- Show quantities and prices of business cards, letterhead, and envelopes, including a list of all contract items, on the College’s branded home page.
- Store cardholder order information in the system to facilitate recall and reorders.
- Allow and highlight certain data fields to be designated as required input data fields.
- Provide capability for drop-down menus, subject to Office of Communications/Creative Services request and approval, for hard-coded, static information from which the requestor may select to populate the business card fields (e.g., department and office names; campus street address, city, state, zip code; the College standard area code and exchange [240-567-], plus an “other” selection for a nonstandard area code and telephone number; academic degrees; professional certifications – and an ability to add others), and self-populate certain fields, such as the main College website address, montgomerycollege.edu.
- Allow for customization of the ordering screen to fit the needs of the College (e.g., capability to select different types of telephone numbers, such as Fax, Cell, TTY; two or more titles/positions).
- Accommodate text lengths up to 60 characters for business cards. Hard-code information about the maximum characters allowed per line for input as a requestor prompt/reminder.
- Include a comments section for special notes, issues, requests, and purchase order number insertion for billing, and provide a system to provide feedback and confirmation about comments section text.
- Be able to upload within seven (7) business days templates for specialty or redesigned business cards and restrict access to specialty/executive/administrator cards, if applicable, if requested by the Office of Communications/Creative Services.
- Be able to accommodate multiple and different versions of the business card for future growth, such as translations of the business card in foreign languages (the Contractor will not be responsible for the translation services, only the printing).

**2.12 Inspection of Operations**

At its sole discretion, the College reserves the right to inspect Offeror’s printing facility prior to the award of the contract to assess Offeror’s capabilities and resources. In addition, the College reserves the right to conduct any test or inspection it may deem advisable to ensure that business cards and stationery conform to the specifications contained herein.

**2.13 College’s Graphic Standards and Editorial Guidelines**

It is critical that the College’s graphic standards and editorial guidelines are followed. College requestors must adhere to College standards and guidelines established and controlled by the Office of Communications/Creative Services and must use only the approved online business card and stationery templates. Only those items approved and submitted by the Office of Communications/Creative Services to the Contractor shall be accessible for ordering from the online store site. The Contractor shall not allow any College user to request changes not approved by the Office of Communications/Creative Services and shall refer such change requests to Creative Services for approval. Creative Services will contact the

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Contractor to add, delete, or modify business card, letterhead, and envelope items as appropriate, and the Contractor shall upload to its site within three (3) business days such approved items. There shall be no fee for modifications. Creative Services staff will also be responsible for approving all business card and stationery orders prior to their initial printing; reorders of approved business card and stationery items saved to the online store will require additional approval. The College reserves the right to change this process at any time during the contract in its best interest (e.g., an authorization process to allow account administrators to approve or disapprove orders before printing with e-mail notification of pending approvals may be implemented later).

**2.14 Contract Kick-off Meeting**

Upon award of the contract, a preliminary meeting of the successful Offeror and College staff responsible for the project's success may be held at Montgomery College to coordinate an implementation plan to ensure a smooth transition and continuity of service to the College community.

**2.15 Online Ordering System Launching Date**

The successful Offeror must have the Montgomery College **branded** website debugged and fully operational by **July 3, 2023**, along with online instructions for how to place orders maintained for the duration of the contract.

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**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS**

**3.1 Minimum Qualifications Requirements**

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

**3.2 Mandatory Requirements**

- Must have a minimum of five (5) years of experience printing and delivering business cards and stationery (letterhead and envelopes) to business and organizations.
- Must have a minimum of five (5) years of experience customizing and hosting a web-based online ordering system on a secured server that offers online business card and stationery ordering capability 24 hours a day, 7 days a week.
- Provide the necessary print quality and quality assurance; customer service protocols and system adaptability for special requests and new designs; and technology including online proofing and approval processes, ability to provide visual customized catalog of College products, other customizable options, database capabilities allowing information storage and retrieval, order tracking, shipping tracking number, system security, billing options, and usage reports.
- Offeror can accept and securely process the purchasing card (VISA) as a payment method, is PCI compliant, and can process purchase orders on an account basis with Net 30 payment terms.
- Offeror can provide an annual usage report up request by the Office of Procurement.
- Offeror can meet online training support as-needed.
- Offeror can provide samples as requested (Section 2.8, page 16).

**3.3 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.

**3.4 Technology Accessibility Requirements**

All information and communication technology (ICT) developed, purchased, upgraded or renewed by or for the use of the College shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Vendor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0 AA.

Offeror must submit an accessibility conformance report with response, if offering electronic content, software, hardware or support documentation and services in response to this solicitation. If an accessibility conformance report is not available, the bidder must complete the Voluntary Product Accessibility Template (VPAT) and submit with response. The VPAT template is available at <https://www.section508.gov/sell/vpat>.

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A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process, and \*failure to submit this documentation may result in the disqualification of submitted response.

**Prerequisite:** Prior to contract award, the highest ranked bidder may be required to submit additional supporting documentation including:

- A product accessibility demonstration
- A recent accessibility audit report for the product/service
- A description of the process and methods used to evaluate accessibility compliance
- A description of how digital accessibility fits into your product development lifecycle
- A description of accessibility testing processes
- A description of any modifications, peripherals, etc., that can be used to make inaccessible features of our product functionally accessible
- A description of the extent to which your product is accessible to people with disabilities. Please include all common types of visual, hearing, motor, and cognitive disabilities.

Note: The College reserves the right to disqualify any bidding firm that fails to provide a completed ACR, product accessibility demonstration, or other accessibility conformance documentation.

**\*MANDATORY REQUIREMENT:** If a multi-year contract, a satisfactory updated Accessibility Conformance Report or an Accessibility Roadmap documenting progress in remediating accessibility issues is required and must be submitted within thirty (30) days prior to the start of the contract renewal period.

### **3.5 Data Protection**

All college vendors or potential vendors who provide technology resources or services in the form of software, hardware, electronic content, or support documentation and services as well as those vendors who host and/or process College data in support of service offerings must provide evidence of its security program and posture prior to contract award. This includes the satisfactory completion (as determined by Montgomery College IT Security personnel) an associated questionnaire(s) on security and privacy controls, and/or provide supporting documentation, e.g. **SOC 2 report**.

Note: The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or current SOC 2 report upon request.

In addition, specific controls are required to support the confidentiality, integrity, and availability of college data, including but not limited to:

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- Solution must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
- Solution must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
- Solution must employ TLS 1.2 or greater for all College data in-transit including any website or application portal.

**\*MANDATORY REQUIREMENT:** If a multi-year contract, a satisfactory updated security questionnaire and/or SOC 2 report is required and must be submitted within thirty (30) days prior to start of contract renewal period.

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

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

The Vendor shall provide a solution that removes all College networks from Montgomery College PCI scope. Proposed payment card processing network solutions can include but are not limited to a validated and PCI SSC listed P2PE solution, cellular network, or the use of a vendor's supplied network. All Vendor solution software and hardware will comply with and maintain such compliance with all applicable PCI compliance requirements related to credit card or debit card/PIN entry processing at the College. The Vendor shall provide a PCI Attestation of Compliance (AOC) at time of bid and as requested by the College. Upon request, this will include Vendor's records indicating inspection of Vendor owned equipment on College property.

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

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

**3.7 Network and Hosting Requirements**

The proposed technology solution will be hosted by the Vendor or by a qualified third-party Vendor. The Vendor or its subsidiaries or subcontractors shall not transmit data on or through the College network or any devices that are a part of that network or store data on any devices that are part of that network. The College requires that all of its data be stored in the continental U.S.



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**SECTION 4 – PROPOSAL SUBMISSION**

**4.1 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 4.2, 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.

**4.2 Required Proposal Submittals**

A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

**4.2.1 Technical Proposal**

This section must contain a detailed description of the services offered by the Offeror in response to this RFP. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's capabilities.

**4.2.2 Include in Technical Proposal the following:**

- Transmittal Letter
- Firm Qualifications and Experience
- Current Online Products and Services
- Mandatory Requirements Checklist (Attachment A)
- Completed Reference form (Attachment B)
- Conflict of Interest Statement (Attachment C)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment D)
- Completed Non-Debarment Acknowledgement form (Attachment E)
- Samples (Reference Section 2.8)
- Acknowledgement of Receipt of Addenda (if applicable)
- Mid-Atlantic Purchasing Team Rider (Attachment H, Optional)

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

**4.2.3 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.



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**SECTION 4 – PROPOSAL SUBMISSION-continued**

**4.2.4 Firm Qualifications and Experience**

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.

**4.2.5 Current Online Products and Services**

Provide a list of at least two customers, and URL if available, for whom the Offeror currently provides online products and services, along with a brief description of the products provided.

**4.2.6 Mandatory Requirements Checklist (Attachment A)**

Each Offeror must meet all of the requirements outlined in the Mandatory Requirements Checklist to be considered for a contract award. Failure to meet any of these requirements will be grounds for automatic disqualification. Each Offeror must submit a completed and signed Mandatory Requirements Checklist using the form provided in Attachment A.

**4.2.7 References (Attachment B)**

Each Offeror must submit three (3) references (Attachment B) from current or former customers within the past three (3) years that are capable of confirming, without reservation, 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.

**4.2.8 Conflict of Interest Form (Attachment C)**

Each Offeror must submit a signed and dated Conflict of Interest Form using the form provided in Attachment C.

**4.2.9 Contractor Information Form (Attachment D)**

Each Offeror must submit a completed, signed and dated Contractor Information Form using the form provided in Attachment D.

**4.2.10 Non-Debarment Acknowledgement (Attachment E)**

Each Offeror must submit a completed, signed and witnessed Non-Debarment Acknowledgement using the form provided in Attachment E.

**4.2.11 Subcontractors**

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

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**SECTION 4 – PROPOSAL SUBMISSION-continued**

**4.2.12 Price Proposal**

Each Offeror must use the Price Proposal form provided in Section 6 of the RFP. The prices offered on the Price Proposal form must include all charges, costs and fees incurred in the delivery of this procurement. Price Proposal must be completed in full, signed and dated. Offerors must submit the pricing of all line items to be considered for award. Failure to do so will deem an offer nonresponsive. The College reserves the right to request clarifying information regarding pricing.

**4.3 Electronic Proposal Submission Instructions**

The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment G, 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 Daylight Time (EDT), on **May 8, 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. E523-016, Business Cards & Stationery**."

**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.

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**SECTION 5 – PROPOSAL EVALUATION AND AWARD**

**5.1 Proposal Evaluation**

**5.1.1 Evaluation Process**

The evaluation of the responses to this RFP includes Technical Proposal, Website Demonstration and Price Proposal evaluation.

Technical Proposals

Technical Proposals will be opened first, and reviewed for responsiveness and completeness by the College evaluation team. 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.

Technical Proposals will be evaluated on a **"Pass/Fail"** basis. At the conclusion of Technical Proposals evaluation, each Offeror that submitted responses to the RFP will be notified by the Procurement Office regarding the Offeror's Technical Proposal evaluation result via email. Those Technical Proposals which meet all of the established evaluation criteria and will be deemed to Pass will be invited to demonstrate their business card and stationery online ordering website to the College Evaluation Committee.

Website Demonstration

Offerors deemed qualified in the Technical Proposal evaluation will be required to demonstrate the functionality of their online ordering site in a presentation at the College as a part of the evaluation process. A maximum of 45 minutes will be allotted to each qualified Offeror. The purpose of the Demo should not be a sales presentation, but to:

- Provide Offerors an opportunity to demonstrate their online ordering site for the products required by the College.
- Answer any Evaluation Committee questions to **clarify** (not modify/change) aspects of their Technical Proposal, including the Scope of Services/Specifications.

The Website Demo will be evaluated on a **"Pass/Fail"** basis and will include evaluation of site search capability, security, and safety; ease of navigation and order placement; real-time or up to date order tracking through the entire order cycle; and product display and pricing. Those Website Demos meeting established evaluation criteria and deemed to Pass after evaluation will be selected to have their Price Proposal opened and reviewed. Those firms deemed not qualified in the Website Demo will not be considered further, and their Price Proposal will not be opened.

Price Proposals

At the conclusion of the Website Demo evaluation, Price Proposals, only from those Offerors deemed qualified under Technical Proposals and Website Demos evaluation, will be opened by the College Procurement Office, and will be examined for responsiveness and responsibility. An award will be made to the responsive, responsible qualified Offeror with the lowest Grand Total Price that can meet the terms and conditions and the specifications of the RFP documents.

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**SECTION 5 – PROPOSAL EVALUATION AND AWARD**

**5.1.2 Evaluation Criteria**

Proposals will be evaluated as described in Section 5.1.1 using criteria shown in Section 4.2.

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

- To request additional information or clarification regarding the technical information included in a Technical Proposal. No amendments or changes to the Technical Proposal are permitted.
- To accept or reject any item, term, or condition of a proposal.
- To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Proposal in its entirety.
- To determine as sole judge the merits of any proposal, and its decision will be final.
- To make such investigation as deemed necessary to determine the qualifications of the Offeror and to determine the ability of the Offeror to perform the desired Scope of Services/Specifications. The Offeror will furnish to the College all such information and data as the College may request. The College reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy the College that such Offeror is properly qualified to carry out the obligations of the contract and to complete the Scope of Services contemplated herein. The College reserves the right to restrict requesting proposals to such Offerors that the College determines are qualified by experience and finances to successfully perform the Scope of Services.
- To consider informal any proposal not prepared or submitted in accordance with the provisions contained herein. The College at its sole discretion may waive any informality, which shall not constitute a waiver of any subsequent breach.
- Conditional proposals will not be accepted.

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**SECTION 6- PRICE PROPOSAL**

This section is used to describe all costs for the acquisition, implementation, operation, maintenance, licensing and use of the proposed solution. The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement.

**BASE PRICING**

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1	Business Cards	Box	500 Cards	\$
2	Letterhead/Standard	Ream	500 Sheets	\$
3	Letterhead/Premium	Ream	500 Sheets	\$
4	2 <sup>nd</sup> Sheet Letterhead (blank)/Standard	Ream	500 Sheets	\$
5	2 <sup>nd</sup> Sheet Letterhead (blank)/Premium	Ream	500 Sheets	\$
6	#10 Regular Envelope/Standard	Box	500	\$
7	#10 Regular Envelope/Premium	Box	500	\$
8	#10 Window Envelope/Standard	Box	500	\$
9	#9 Business Reply Envelope/Standard	Box	500	\$
10	Envelope, Kraft Brown, 9½" x 12½"/ Standard (Black ink)	Box	500	\$
11	Envelope, White, 9½" x 12½"/ Standard (Black)	Box	500	\$
12	Envelope, White, 9½" x 12½"/ Standard (Two-colors)	Box	500	\$
<b>GRAND TOTAL PRICE</b>				\$

**ADDITIONAL PRICING (1A)**

1	Business Cards	Box	125 Cards	\$
2	Business Cards	Box	250 Cards	\$
3	Business Cards	Box	1,000 Cards	\$
4	Business Cards	Box	2,000 Cards	\$
5	Rush Fee/per order (Note turnaround time in days: _____)	Each		\$

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

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

Company Name

Name

Title

Authorized Signature and Date

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**SECTION 6— PRICE PROPOSAL - Continued**

**ADDITIONAL PRICING (1B)**

Quantity	Letter head Standard (60 lb.) <i>See Specs.</i>	Letter head Premium (70 lb.) <i>See Specs.</i>	2 <sup>nd</sup> Sheet Letter head (Blank) Standard	2 <sup>nd</sup> Sheet Letter head (Blank) Premium <i>See Specs.</i>	#10 Reg. Env. Standard <i>See Specs.</i>	#10 Reg. Env. Prem. <i>See Specs.</i>	#10 Window Env. Stand. <i>See Specs.</i>	#9 Bus. Reply Env. <i>See Specs.</i>	Large Kraft or White Env. (Black) <i>See Specs.</i>	Large White Env. (2-Color) <i>See Specs.</i>
<i>Pieces</i>	<b>PRICE</b>									
250										
1,000										
2,500										
5,000										
10,000										
15,000										
25,000										
40,000										
50,000										
Add 'l 1M > 50M										

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

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

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

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

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

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**ATTACHMENT A – MANDATORY REQUIREMENTS**

*Offeror must check (☑) either Box B or Box C below to indicate compliance or noncompliance with the Mandatory Requirements listed in Box A.*

	MANDATORY REQUIREMENTS  (A)	OFFEROR COMPLIES  (B)	OFFEROR DOES NOT COMPLY  (C)
<b>1</b>	Offeror has the personnel, infrastructure, facilities, equipment, technology, software, materials, and processes required to perform the requirements specified in this RFP. The Offeror can perform all work itself unless the College specifically approves subcontracting in advance in accordance with Section 1.9, Subcontractors.		
<b>2</b>	Offeror has a minimum of five (5) years of experience printing and delivering business cards and stationery (letterhead and envelopes) to organizations.		
<b>3</b>	Offeror has had <b>fully operational</b> for a minimum of five (5) consecutive years a Web-based online ordering system on a secured server that offers 24/7 online business card and stationery ordering capability.		
<b>4</b>	Offeror can provide the necessary print quality and quality assurance; customer service protocols and system adaptability for special requests and new designs; and technology including online proofing and approval processes, ability to provide visual customized catalog of College products, other customizable options, database capabilities allowing information storage and retrieval, order tracking, system security, billing options, and usage reports.		
<b>5</b>	Offeror can meet the online training requirements stated in RFP Section 2.3.		
<b>6</b>	Offeror has submitted with its proposal all Samples requested in RFP Section 2.8.		
<b>7</b>	Offeror can accept and securely process the purchasing card (Visa) as a payment method, is Payment Card Industry Data Security Standard compliant, and can also process purchase orders on an account basis with Net 30 payment terms.		
<b>8</b>	Offeror can provide an annual usage report in an Excel spreadsheet requested by the Procurement Office.		
<b>9</b>	Offeror has provided three (3) non-Montgomery College references for which services for online business card and stationery ordering have been provided within the last four years. Two of the references has used the Offeror's online ordering system for business cards and/or stationery.		
<b>10</b>	Offeror warrants that its and the College's use of products, processes, techniques, and methodologies recommended or developed by Offeror shall not infringe upon the copyright, patent, or other proprietary rights of others.		
<b>11</b>	Offeror has submitted with its proposal an Accessibility Conformance Report or completed a Voluntary Product Accessibility Template (VPAT). See RFP Section 3.4.		

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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**ATTACHMENT B - REFERENCES**

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

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

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

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

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



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**ATTACHMENT C – 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:	

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**ATTACHMENT D – CONTRACTOR INFORMATION FORM**

D.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.

D.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

D.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.

D.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

D.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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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**ATTACHMENT E – 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:

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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 \_\_\_\_\_

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**ATTACHMENT F – NO PROPOSAL RESPONSE FORM**

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

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

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Company Name Name

---

Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to:	Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850
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**ATTACHMENT G – 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

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

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.

**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.

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**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.

**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

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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.

**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 Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and economically disadvantaged individual" means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g., LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

**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



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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 ensure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

**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

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shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

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

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

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

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

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

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

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**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

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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.

**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.

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**ATTACHMENT H – 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").

**I. Format**

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

**A. Terms**

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this 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 Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

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

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

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**II. Participating Members**

**COG MEMBER GOVERNMENTS**

**District of Columbia**

**Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

**Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

**Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

**Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority

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- Washington Suburban Sanitary Commission
- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

**BALTIMORE METROPOLITAN COUNCIL AGENCIES**

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

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**MWCOG Rider Clause**  
**Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

**NOTE:** Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

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Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

-----

Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_ Lead

Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

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Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*



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<u>Questions</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency’s Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: [purchasing@mwkog.org](mailto:purchasing@mwkog.org)