

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
RFP NUMBER: E524-013  
RFP TITLE: ENTERPRISE ACCESSIBLE GRAPHIC DESIGN SOLUTION  
RFP CLOSING DATE AND TIME: JANUARY 25, 2024



**ADDENDUM #1**

Issued: 1/9/24

**ADDENDUM FOR THE PURPOSE OF:**

- To provided the attached questions & answers
- **To replace Section 1.2 with below revised section as follows:**  
Electronic Bid Submittal Due Date  
All responses to this Request for Proposal must be submitted electronically, as 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. **Failure to submit Technical Proposal and Technical Proposal as separate attachments, will result bidding firm’s disqualification.** See Section 6 Proposal Submission for complete submission instructions.
- **To move Section 6.2.8 (Price Proposal), to a new section for pricing, as follows:**  
**6.3 Price Proposal**  
The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement. The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.
- **To change Section 6.3 (Electronic Bid Submission), to Section 6.4 and revise as follows:**  
**6.4 Electronic Bid Submission**  
The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offerors proposals must be submitted **electronically**, as two separate PDF file attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **Failure to submit Technical Proposal and Technical Proposal as separate attachments, will result bidding firm’s disqualification.**

- **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.

Failure to submit all required submittals may render the bid non-responsive. The College will reject any offer without an authorized signature.

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ADDENDUM #1 - continued

All other specifications, terms and conditions remain unchanged.



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Patrick Johnson, MBA  
Director of Procurement

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

**NOTE:** All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Time on **January 25, 2024**

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

---

Company Name

---

Authorized Signature

---

Date

---

Printed/Typed Signature

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Vendor Questions	MC Response
1. Whether companies from Outside USA can apply for this? (like, from India or Canada)	Yes.
2. Whether we need to come over there for meetings?	Must meetings will be conducted via Zoom. However, there may be a possibility an onsite meetings may be required.
3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, requirements and specifications.
4. Can we submit the proposals via email?	See Section 6 for Proposal submission.

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



Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL**

**RFP NO. E524-013**

**RFP TITLE: ENTERPRISE ACCESSIBLE GRAPHIC DESIGN SOLUTION**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time on **January 25, 2024**.

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 that reads 'Patrick Johnson'.

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**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 Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporation must also be in good standing with the Maryland State Department of Assessments and Taxation. 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 Bid to provide Montgomery College with an enterprise accessible graphic design solution, 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, as 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 6 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Proposal are due by **3:00 p.m., January 25, 2024** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

**1.3 Contact Information**

Request for information or technical questions related to this solicitation should be directed to **Cherree Adams, Purchasing Manager**, via e-mail to [cherree.adams@montgomerycollege.edu](mailto:cherree.adams@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 **4:00 pm, January 17, 2024**. 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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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**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 F, 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 7). 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 Contractors Responsibility for Employees/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.

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.

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

**1.10 Proposal Evaluation**

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

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

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

1.10.1.2 Offeror is financially stable.

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

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

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

**1.11 Proposal Rejection**

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

**1.12 Required Submittal List**

- Technical Proposal, including all attachments and
  - Functional Requirements Checklist (Attachment (A1))
  - References (Attachment A)
  - Conflict of Interest Statement (Attachment B)
  - Non-Debarment Acknowledgement (Attachment C)
  - Contractor Information Form (Attachment D)
  - Subcontractor List, if applicable
  - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 7)

**1.13 Failure to Submit**

Failure to provide any of the items noted in Section 1.11 may deem a proposal non-responsive.



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

**1.14 Contract Award**

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

**1.15 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.

**1.16 Contract Term**

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

**1.17 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 days of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

**1.18 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.

**1.19 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).

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

**1.20 Contract Modification and Amendment**

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

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

**1.21 INSURANCE REQUIREMENTS (if applicable)**

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

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

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

Property Damage: \$300,000 each occurrence

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

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

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.

**1.22 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. e524-013**. Current certificates must be provided to the College throughout the contract term.

**1.23 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.

**1.24 Contract Assignment**

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

**1.25 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.

**1.26 Billing**

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

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

**1.27 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.

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.

**1.28 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.

**1.29 Family Educational Rights and Privacy Act**

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. The successful Contractor will be responsible for the protection of student information as it relates to this law. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

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

**1.30 Tobacco and E-Cigarette Policy**

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

**1.31 Contractors Responsibility for Employees/Subcontractors (if applicable)**

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.

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

**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 and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The Office of Communications encompasses creative services, marketing, media relations, photography, and MCTV. The Communications creative team is the College's resource for your communications needs, from creative strategies and brainstorming to copywriting, editing, proofreading, art directing, printing, and digital communications. Marketing oversees the website, social media, advertising, digital media, market research, and other marketing initiatives. To help meet the demands of the College, departments require the flexibility to create logos, flyers, posters, infographics, web pages, marketing materials and more graphic design applications when necessary.

**2.2 Scope of Services and Deliverables**

Montgomery College is seeking proposals for a cloud-based, enterprise graphic design solution/application platform for non-professional designers that is accessible, user-friendly, allows its users to create/design marketing materials for print and the web, and allows its users to export all designed materials in file formats suitable for print and the web. The initial purchase is for 50 seat enterprise level licenses with the option to add additional licenses as needed during the life of the contract.

**2.3 Project Approach/Timeline**

The Proposer should include in its response a sample work plan and proposed schedule showing tasks and time frames necessary to complete the scope of services.

To include but not limited to the following:

- Approach to scoping and conducting the project; efforts that may be needed to ensure a successful project;
- Any issues that your firm believes are critical to the project's success; a list of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP;
- Sample schedules and work plans indicating the tasks and time needed for each task to complete the scope of services;
- Describe any particular challenges you foresee with this project and the plan to address them;
- List any cost effective and innovative ideas for delivering the project, and any other pertinent information relevant for consideration.

**2.4 Project Management**

A designated account representative must be assigned to the project until completion. Provide educational background and experience, including sub-consultants, if applicable. The information should describe the nature of the work and the role of the individual as it relates to this project.

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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 Past Experience Requirements**

- Must have three (3) years of experience providing a cloud-based enterprise graphic design solution/application platform for non-professional designers to organizations. Higher education institutions, with a preference to community colleges, of similar size and scope is highly desirable, but not required.
- Offeror will demonstrate current and past experience providing services as outlined in the RFP.
- The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services.

**3.3 Media Creation Platform Requirements**

General Requirements

The media creation platform must:

- Be a graphic design application used to create print materials (e.g., flyers, posters, and brochures) and digital materials (e.g., web-ready PDFs and social media graphics)
- Be a graphic design application created for non-professional designers
- Be an online, cloud-based application that is accessible via a web browser and an active internet connection
- Allow its users to work in the platform via the Firefox, Google Chrome, Apple Safari, and/or Microsoft Edge web browsers
- Have photo editing capabilities
- Allow its users to export their designs in file formats suitable for print and web

User Interface Requirements

The platform's user interface must:

- Have a clean design that is intuitive and easy-to-understand with tools and tool palettes that are logically organized, clearly arranged, and easily accessed
- Have a drag-and-drop editor allowing users to place, position, and reposition visuals/assets (e.g., photos, illustrations, design elements, and text boxes) in their designs
- Not exhibit significant slowdown or stutter, particularly during resource-intensive tasks such as photo and video editing.
- Have an asset search tool

Storage Space Requirements

The platform must:

- Provide cloud-based storage space for all designed materials created with the platform
- Provide cloud-based storage space for uploaded assets (e.g., photos, illustrations, design elements, logos, and videos)
- Provide cloud-based storage space that is a minimum of 1 TB

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*Team Creation and User Role Requirements*

The platform must:

- Allow a user to create a team and invite/add other users to the team
- Provide the ability to assign user roles
  - The user roles must include:
    - Administrator/Team Leader
    - Designer/Team Member
    - General User/Guest
  - The Administrator/Team Leader will be able to:
    - Access brand management tools to edit and update brand settings
    - Create branded templates
    - Design documents
    - Access brand management tools to apply brand settings to documents
    - Manage team members
    - Comment on shared documents
    - Access all of the platform’s general features
  - The Designer/Team Member will be able to:
    - Design documents
    - Access brand management tools to apply brand settings to documents
    - Comment on shared documents
    - Access all of the platform’s general features
  - The General User/Guest will be able to:
    - Comment on shared documents
    - Access all of the platform’s general features
- Allow a user with the Administrator/Team Leader role to delete a team only by filing an official request with the platform provider.

*Team Collaboration Requirements*

The platform must allow:

- A user to create a team and to add/invite other users to the team
- A user to share a designed document with other team members
- Other team members to edit the shared document individually and/or together in real time on different areas of the document
- A user to add comments to a shared document, send comments on a shared document to other team members, and reply to comments on a shared document from other team members.
- Users to organize designed documents in project folders
- Users to set access rights to designed documents and project folders

*Brand Management Requirements*

The platform must provide brand management tools to:

- Upload and store brand logos
- Create and store primary and secondary brand color palettes with hexadecimal color codes
- Upload and store brand fonts



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- Set and store brand font and font size settings for headings
- Set and store brand font and font size settings for subheadings
- Set and store brand font and font size settings for body text
- Convert a branded design into a branded template
- Allow a user to create, store, and share branded templates with other users

*Designed Document Accessibility Requirements*

The platform must:

- Allow users to set a document's language
- Allow users to insert a document title
- Allow users to add text tags to indicate a document's structure and to ensure proper reading order
- Allow users to edit a document's reading order
- Allow users to insert alternative text for images and illustrations
- Provide a color-blind simulator
- Provide built-in accessibility testing tools that review completed designs and alert users to changes needed to make their designs fully accessible
  - The accessibility testing tools must check for:
    - Document language
    - A document title
    - Proper reading order
    - The inclusion of alternative text
    - Proper color contrast and color usage
    - Text as images
    - Proper text size
    - Proper set up of hyperlinks and image links
- Allow users to download their designed document as a PDF that is compliant with the PDF/UA accessibility standard

*Library of Elements Requirements*

The platform must provide a library of elements for its users. This library must include:

- Customizable templates for print and web materials
- Royalty-free stock photos and graphics that:
  - Do not require prior permission for use
  - Can be used free of charge for commercial and noncommercial use
  - Can be modified and edited
  - Do not require an attribution
- A search tool

*Photo Editing Requirements*

The platform must allow its users to:

- Upload photos to edit
- Crop, resize, and rotate photos

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- Adjust a photo's colors by adjusting contrast, brightness, and color saturation
- Adjust a photo's opacity
- Apply image/filter effects to a photo (e.g., drop shadow, sepia tone, greyscale, and blur)
- Remove a photo's background
- Remove all applied adjustments and image/filter effects and return a photo to its original form
- Save the edited photo

*Chart and Infographic Tool Requirements*

The platform must provide tools allowing its users to:

- Create charts (e.g., line graphs, bar charts, pie charts, donut charts, and histograms) via a library of customizable chart templates
- Import chart data from a CSV file or a Google spreadsheet
- Create infographics via a library of customizable infographic templates
- Export created charts and infographics into file formats appropriate for print, web, and PowerPoint presentations

*Designed Document Resize Feature Requirements*

The platform must allow its users to:

- Repurpose a completed design for other print and web uses
- Resize a completed design to other sizes for print and web
- Rescale elements in a completed design to fit a new custom size
- Save a copy of the repurposed design as a new document file

*Document Layer Control Requirement*

The platform must provide tools allowing its users to:

- Access and manage all artwork and text layers in a designed document
- Reposition a document's artwork elements and text by bringing them to the front, bringing them forward, sending them to the back, and sending them backward
- Review and edit the order of all artwork and text layers via a layer control panel

*File Format Requirements When Exporting and Downloading Designed Materials*

The platform must at minimum allow users to export their designed materials in these file formats:

- PNG and/or JPG for digital and web materials
- PDF suitable for print
- PDF suitable for web

*Customer Support Requirements*

Customer support must:

- Be provided via email, phone, live chat, social media (Twitter or Facebook), and/or an online user community help/support forum
- Be provided seven days a week
- Respond within six to 12 hours for urgent inquiries and within 24 hours for non-urgent inquiries
- Include an online help portal with easy-to-follow support articles and videos

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Platform Transition Services Requested

If Montgomery College will be transitioning to a new platform, the platform provider will:

- Collaborate with Montgomery College to explore and determine possible solutions for exporting existing designed documents from the current platform and importing them into the new platform

**3.4 Media Creation Platform Preferred Features**

Additional File Formats When Exporting and Downloading Designed Materials

Preferred additional file formats include:

- PDF
  - Export options include a standard PDF for web with a resolution of 96 dpi
  - Export options include a PDF for print with a resolution of 300 dpi with additional options to export in CMYK and to include crop and bleed marks
- SVG for web materials
- PPTX for PowerPoint presentations
- GIF for web animated images
- MP4 for video

Mobile App Version of the Platform

The platform provider provides:

- A version of the platform as a mobile app for both iOS and Android
- A mobile app with all of the platform's essential design and creation tools and almost all of the features available on the platform's full version

Video Creation and Editing

The platform:

- Allows users to create and edit basic videos
  - Users must be able to:
    - Upload videos to edit
    - Edit videos in a timeline
    - Trim, cut, split, splice, merge, lengthen, reverse, alter the speed, and crop the aspect ratio of videos
    - Add text and graphics to videos
    - Select and apply animation effects to text and graphics
    - Select and apply video transition effects
    - Remove a video's background
    - Record video and audio of themselves and/or their screens within the platform
- Performs all video creation, video editing, and video playback functions without significant delays, slow down, or stuttering
- Loads videos without significant delays
- Allows users to share a video with other team members
- Allows other team members to edit the shared video individually and/or together in real time
- Allows users to add comments to a shared video

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*Library of Video and Audio Elements*

The platform provides a library of video and audio elements for its users. This library must include:

- Customizable video templates
- Royalty-free videos and audio that:
  - Do not require prior permission for use
  - Can be used free of charge for commercial and noncommercial use
  - Can be modified and edited
  - Do not require an attribution
- A search tool

*Social Media Content Planning and Scheduling Tool Features*

This tool allows:

- Users to connect to social media accounts (e.g., Instagram, Twitter, and Facebook) within the platform
- Users to create social media content and schedule posts of that content to connected social media accounts
- Users to invite other team members to contribute to creating social media content and scheduling posts of that content

*Platform Integration*

The platform allows its users to:

- Bring additional features to the platform via integrations and additional apps developed by the platform provider or by third-party developers vetted and approved by the platform provider

The platform:

- Can integrate with social media platforms (e.g., Instagram, Twitter, and Facebook), YouTube, Google Drive, PowerPoint, and/or Microsoft Teams
- Provides a library of additional apps to its users for added features developed by the platform provider or by third-party developers vetted and approved by the platform provider
- Allows a user to select specific apps for use by his/her team
  - App selections made by a team must be applicable only to that team and not to the entire user base

**3.5 Functional Requirements Checklist (to be completed by Offeror)**

Bidding firms must meet all requirements outlined in the Functional Requirements Checklist (*attachment A1*), to be considered for contract award. Failure to meet any of these requirements will be grounds for automatic disqualification. The completed checklist must be included in the Offerors technical bid submission packet.

**3.5.1 Presentation/Demonstration**

Following the initial screening by the evaluation committee respondent with the lowest price may be invited to give a presentation of their proposed solutions and capabilities as part of the award process.

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**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS**

**4.1 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. To review Montgomery College Information Technology Standards, visit: [https://info.montgomerycollege.edu/offices/information-technology/it-security/it\\_standards.html](https://info.montgomerycollege.edu/offices/information-technology/it-security/it_standards.html).

**4.2 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:

- 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.
- Solution must encrypt College data stored and maintained using at least the industry standard encryption algorithm AES-128 or greater.

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.

**4.2.1 Acknowledgement of Confidential Nature of Information, Access and Applicable Law**

Vendor acknowledges that its performance of Services under the Agreement may involve access to Confidential Information of the College including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to state, federal and/or international laws/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and the Payment Card Industry Data Security Standards promulgated by the PCI Security Standards Council; and Regulation 2016/679 of the European Parliament and of the Council on the

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protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as well as any national, state or territorial implementations of such laws (as may be amended, superseded or replaced) (collectively, "GDPR"). Vendor agrees to comply, and require subcontractors to comply, with all applicable federal, state and international laws and industry standards restricting the access, use and disclosure of Protected Information.

**4.2.2 Prohibition on Unauthorized Use or Disclosure of Protected Information**

Vendor agrees to hold the College's Protected Information, and any information derived from such information, in strictest confidence. Vendor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by the College, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Vendor will notify College in writing within one business day upon receiving notice of such requirement and prior to any such disclosure, to give College an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the College does not otherwise oppose or respond to the disclosure notice, Vendor shall provide to the College a copy of any Protected Information disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by the College.

Notwithstanding any other provisions of this Agreement, this Section does not prohibit or limit Vendor from any use or disclosure of any information that may be the same as any Protected Information but which Vendor can demonstrate by documentary evidence was (i) properly obtained by Vendor without access to, reference to or use of any Protected Information, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Information.

**4.2.3 Safeguard Standard**

With respect to the College's Protected Information, Vendor shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the College's Protected Information, and that are reasonably designed to help protect the College's Protected Information from unauthorized access, use, modification, disclosure or destruction. If the Vendor discovers a breach of its security system, Vendor shall notify the College in accordance with the requirements of MD State Gov't. Article, §10-1305, or successor provision and shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Information electronically from individuals on behalf of the College, Vendor shall utilize a privacy statement or notice in conformance with such principles.

Vendor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Information. While Vendor has responsibility for the Protected Information under the terms of this Agreement, Vendor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

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1. All facilities used to store and process Protected Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Vendor components must employ TLS 1.2 or greater for all College data in-transit including any website or application portal. All data at rest must be encrypted using at least the industry standard encryption algorithm AES-128 or greater.
3. Vendor warrants that the Vendor Products and/or services (including any products and/or services provided by affiliates or subcontractors) 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.
4. Vendor will require its employees and those of its affiliates and subcontractors to use multi-factor authentication to connect to all partner and sub-contractor systems that handle College data (at rest or in transit).
5. Vendor will use industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in providing Services under this Agreement.
6. Vendor shall not store or process Protected Information outside of data centers located in the United States.
7. Vendor 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.
8. Vendor must provide its latest SOC 2 Type 2 reports, penetration test reports, PCI Attestations of Compliance for Service Providers, and any other relevant updated security documentation when it becomes available, or at least 60 days prior to renewals, or upon request by Montgomery College.
9. Vendor acknowledges and agrees that the College has, prior to entering into the Agreement, conducted Vendor Security Risk Assessments. Vendor agrees that it shall complete and cause its affiliates and subcontractors to complete remediation if required.

**4.2.4 Return and Destruction of Protected Information**

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Protected Information to College in an agreed upon format, and Vendor must destroy any copies of Protected Information remaining within its possession or control. This provision shall also apply to all Protected Information that is in the possession or control of affiliates or subcontractors of Vendor.

Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to College that such return and destruction has been completed. Vendor's affiliates and subcontractors must also make such certification to College.

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**4.2.5 Breaches of Protected Information**

For purposes of this section, the term “Breach,” has the meaning given to it under the applicable state, federal or international law and/or regulation.

**I. Reporting of Breach**

Within one business day upon discovery of a confirmed Breach, Vendor shall report in writing to the College. In no event shall the report be made more than two (2) business days after Vendor knows a Breach has occurred. In the event of a suspected Breach, Vendor shall keep the College informed regularly of the progress of its investigation until the uncertainty is resolved.

*Vendor’s report shall identify:*

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Information accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure.
6. Vendor shall provide such other information, including a written report, as reasonably requested by College.

**II. Coordination of Breach Response Activities**

1. Immediately preserve any potential forensic evidence relating to the Breach;
2. Promptly (within 2 business days) designate a contact person to whom the College will direct inquiries, and who will communicate Vendor responses to College inquiries;
3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore College service(s) as directed by the College, and undertake appropriate response activities;
4. Provide status reports to the College on Breach response activities, either on a daily basis or a frequency approved by the College;
5. Coordinate all media, law enforcement, or other Breach notifications with the College in advance of such notification(s), unless expressly prohibited by law;
6. Make all reasonable efforts to assist and cooperate with the College in its Breach response efforts; and
7. Ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in College-initiated meetings and/or conference calls regarding the Breach.



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**III. PCI Compliance**

College is required to maintain a program to monitor a third-party service provider’s PCI DSS compliance at least annually. Vendor is responsible as a “service provider” under Requirement 12.8 of the PCI DSS for the security of cardholder data that it possesses, or that passes through it relating to receiving, storing, processing, and transmitting of the cardholder data and must at all times comply with all applicable requirements of, and annually validate such compliance with, the PCI DSS. Vendor will annually provide the College with evidence of its current validation of compliance with PCI DSS requirements. Such evidence must be specific and sufficient to enable the College to confirm that all applicable PCI DSS requirements are met. Vendor shall immediately notify College if it learns that it is no longer PCI DSS compliant and will immediately provide the College with the steps being taken to remediate the non-compliance status. Vendor is responsible to ensure that its affiliates and/or subcontractors comply with this provision.

**IV. Cost Arising from Breach**

In the event of a Breach (including of payment card data) by the Vendor or its staff, affiliates, or subcontractors, Vendor agrees to promptly reimburse all costs to the College arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of College personnel responding to Breach, civil or criminal penalties levied against the College, attorney’s fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the College.

**4.2.6 Examination of Records**

College shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions and work related to the Agreement until the expiration of three years after final payment hereunder. Vendor shall retain project records for a period of three years from the date of final payment.

**4.2.7 Assistance in Litigation or Administrative Proceedings**

Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to College at no cost to College to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against College, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

**4.2.8 Insurance**

Vendor shall maintain at all times during the term of this Agreement, at its own expense, cyber liability and technology errors and omissions insurance with limits not less than **\$3,000,000** for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Vendor’s performance of services.

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Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages and shall include a requirement that the Insurance Company shall notify the College in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of its policy. A certificate of insurance shall be furnished to the College. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the College. The insurers must have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

**4.2.9 Survival**

The Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages due to supporting data center outages. Any backup site used to store College Protected Information shall include the same information security and privacy controls as the primary data center(s).

**4.3 Technology Accessibility**

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 Level AA of the current version of the Web Content Accessibility Guidelines (WCAG).

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 WCAG VPAT template is available at <https://www.section508.gov/sell/vpat>.

A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process, and **\*failure to provide this documentation if requested 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 your 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.

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**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

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.

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**SECTION 5 – PROPOSAL EVALUATION AND AWARD**

**5.1 Proposal Evaluation**

**5.1.1 Evaluation Process**

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

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

**5.1.2 Evaluation Criteria**

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

<b>Description of Criteria</b>	<b>Maximum Point Value</b>
5.1.2.1 Functional Requirements	50 (maximum available points)
5.1.2.2 Experience and Qualifications	5 (maximum available points)
5.1.2.3 Project Approach & Timeline	5 (maximum available points)
5.1.2.4 Product Demonstration	20 (maximum available points)
5.1.2.5 Price Proposal	20 (maximum available points)

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

**5.1.3 Technical Proposal**

Statement of Qualifications, Past Experience, Project Approach & Timeline, and Functional Requirements represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**Oral Presentation/Demonstration**

Following the initial scoring by the evaluation committee respondents receiving the top three (3) highest technical scores will be invited to give a presentation of their proposed solutions and capabilities as part of the evaluation process.

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**SECTION 6 – PROPOSAL SUBMISSION**

**6.1 Proposal Organization**

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 6.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

**6.2 Required Proposal Submittals**

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

**6.2.1 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.

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

- Transmittal Letter/Statement of Qualifications
- Project Approach & Timelines
- Completed Reference form (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Completed Contractor Information Form (Attachment D)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)
- Functional Requirements Checklist (Attachment A1)

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

**6.2.3 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.

**6.2.4 Statement of Qualifications**

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

- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.
- Previous demonstrated experience.

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**SECTION 6 – PROPOSAL SUBMISSION-continued**

- Offeror’s corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

**6.2.5 Project Approach and Timelines**

Offeror shall submit a project approach, detailing assessment process. Approach must include completion timelines consistent with the completion date of the project. Specific plans and methodology for providing the required services (see Section 2.4).

**6.2.6 References**

The Offeror must submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the Offeror’s experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required.

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

**6.2.7 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.

**6.2.8 Price Proposal**

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

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

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**6.3 Electronic Bid Submission**

The following **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offerors proposals must be submitted **electronically**, as two separate PDF file attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **Failure to submit attachments as instructed may render the bid non-responsive.**

- **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.

Failure to submit all required submittals may render the bid non-responsive. The College will reject any offer without an authorized signature.

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**SECTION 7- 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.

Line	Description	Cost
	<b>Media Creation Platform</b>	
1	Initial 50 seat Enterprise Level Licenses	\$ _____ per seat
2	Initial Transition & Implementation Cost (one-time cost)	\$ _____
2	Annual License Fee - Year 2 (estimated 50 seats)	\$ _____
3	Annual License Fee - Years 3 (estimated 50 seats)	\$ _____
4	Annual License Fee - Years 4 (estimated 50 seats)	\$ _____
5	Annual License Fee - Years 5 (estimated 50 seats)	\$ _____
	<b>GRAND 5-YR TOTAL</b>	\$ _____

Pricing for additional seats as needed	1-20 seats	20-40 seats	unlimited seats
	\$ _____ per seat	\$ _____ per seat	\$ _____ per seat

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.*

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

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



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**FUNCTIONAL REQUIREMENTS CHECKLIST – A1**

**Instructions to Bidders:** Each bidder must meet the requirements as listed below. Enter Yes or No next to each requirement. A **Yes** confirms that your company does meet this requirement. A **No** confirms that your company does not meet this requirement.

Required Features for Cloud-Based Graphic Design Solution/Application		YES OR NO
Checklist with responses must be included in the proposal		
<b>General Requirements</b>		
<b>Does the Bidder:</b>		
1. 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Have three (3) years of experience providing a cloud-based enterprise graphic design solution/application platform to organizations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Provide a graphic design platform that is used to create print materials (e.g., flyers, posters, and brochures) and digital materials (e.g., web-ready PDFs and social media graphics) for marketing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Is the platform:</b>		
1. Created for non-professional designers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Cloud-based and accessed via a web browser and an active internet connection?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Created to allow users work in it via the Firefox, Google Chrome, Apple Safari, and/or Microsoft Edge web browsers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Does the platform:</b>		
1. Have photo-editing capabilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Allow users to export their designs in file formats suitable for print and web?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>User Interface Requirements</b>		
<b>Does the platform:</b>		
1. Have a clean design that is intuitive and easy-to-understand with tools and tool palettes that are logically organized and easily accessed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Have a drag-and-drop editor allowing users to place, position, and reposition visuals/assets (e.g., photos, illustrations, design elements, and text boxes) in their designs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Exhibit significant slowdown or stutter during resource-intensive tasks?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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<b>Storage Space Requirements</b>	
<b>Does the platform provide:</b>	
1. Cloud-based storage space for all designed materials created with the platform and all uploaded assets (e.g., photos, illustration, logos)?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. A minimum of 1 TB of cloud-based storage space for its users?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Team Creation and User Role Requirements</b>	
<b>Does the platform allow:</b>	
1. A user to create a team and invite/add other users to the team?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. The assignment of user roles such as Administrator/Team Leader, Designer/Team Member, and General User/Guest?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
3. A user with the Administrator/Team Leader role to delete a team only by filing an official request with the bidder?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Team Collaboration Requirements</b>	
<b>Does the platform allow users to?</b>	
1. Share a designed document with other team members?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. Edit a shared document individually and/or together in real time with other team members?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
3. Add, send, and reply to comments on a shared document?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
4. Organize designed documents in project folders and set access rights to designed documents and project folders?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Brand Management Requirements</b>	
<b>Does the platform allow users to?</b>	
1. Upload and store brand logos, upload and store brand fonts, and create and store primary and secondary brand color palettes?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. Set and store brand font and font size settings for headings, subheadings, and body text?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
3. Convert a branded design into a branded template and then store and share the branded template with other users?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Designed Document Accessibility Requirements</b>	

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<b>Does the platform:</b>	
1. Allow users to set a document's language?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Allow users to insert a document title?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Allow users to add text tags to indicate a document's structure and to ensure proper reading order?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Allow users to edit a document's reading order?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Allow users to insert alternative text for images and illustrations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Provide a color blindness simulator?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Provide built-in accessibility testing tools that review completed designs and alert users to changes needed to make their designs fully accessible?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Allow users to download their designed document as a PDF that is compliant with the PDF/UA accessibility standard?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Library of Elements Requirements</b>	
<b>Does the platform:</b>	
1. Provide a library of elements for users?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does this library include:</b>	
1. Customizable templates for print and web materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Royalty-free stock photos and graphics that do not require prior permission for use, can be used free of charge for commercial and noncommercial use, can be modified and edited, and do not require an attribution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Photo Editing Requirements</b>	
<b>Does the platform allow users to?</b>	
1. Upload photos to edit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Crop, resize, and rotate photos?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Adjust a photo's colors by adjusting contrast, brightness, and color saturation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Adjust a photo's opacity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Apply image/filter effects to a photo (e.g., drop shadow, sepia tone, and blur)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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6. Remove a photo's background?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Remove all applied adjustments and return a photo to its original form?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Save the edited photo?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Chart and Infographic Tool Requirements</b>	
<b>Does the platform allow users to?</b>	
1. Create charts and graphs via a library of customizable chart and graph templates?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Import chart data from a CSV file or a Google spreadsheet?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Create infographics via a library of customizable infographic templates?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Export created charts and infographics into file formats appropriate for print, web, and PowerPoint presentations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Designed Document Resize Feature Requirements</b>	
<b>Does the platform allow users to?</b>	
1. Repurpose a completed design for other print and web uses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Resize a completed design to other sizes for print and web and rescale elements in a completed design to fit a new custom size?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Save a copy of the repurposed design as a new document file?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Document Layer Control Requirement</b>	
<b>Does the platform allow users to?</b>	
1. Access and manage all artwork and text layers in a designed document?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Review and edit the order of all artwork and text layers via a layer control panel?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>File Format Requirements When Exporting and Downloading Designed Materials</b>	
<b>Does the platform allow users to export their designed materials?</b>	
1. As PNG and/or JPG files for digital and web materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. As PDF files suitable for print?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. As PDF files suitable for web?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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<b>Customer Support Requirements</b>	
<b>Is customer support provided:</b>	
1. Via email, phone, live chat, social media (Twitter or Facebook), and/or an online user community help/support forum?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. Seven days a week?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Does customer support:</b>	
1. Respond within six to 12 hours for urgent inquiries?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
2. Respond within 24 hours for non-urgent inquiries?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
3. Include an online help portal with easy-to-follow support articles and videos?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Platform Transition Services Requested</b>	
If Montgomery College will be <b>transitioning to a new platform</b> , the <b>bidder will collaborate with Montgomery College to explore and determine possible solutions for exporting existing designed documents from the current platform and importing them into the new platform.</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

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*Preferred Features for Cloud-Based Graphic Design Solution/Application		YES OR NO
<b>Bidder Collaboration with Higher Education</b>		
<b>Has the bidder provided its platform and its services to and collaborated with?</b>		
1. Higher education institutions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Community colleges of similar size and scope to Montgomery College?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Additional File Formats When Exporting and Downloading Designed Materials</b>		
<b>Can the platform export designed materials in the following additional file formats?</b>		
1. Standard PDF for web with a resolution of 96 dpi	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. PDF for print with a resolution of 300 dpi with additional options to export in CMYK and to include crop and bleed marks	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. SVG for web materials	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. PPTX for PowerPoint presentations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. GIF for web animated images	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. MP4 for video	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Mobile App Version of the Platform</b>		
Is there a <b>mobile app version of the platform for both iOS and Android</b> that has <b>all of the platform's essential design and creation tools</b> and almost all of the features available on the platform's full version?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Video Creation and Editing</b>		
1. Can users create and edit basic videos?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Can users add text and graphics to videos, apply animation effects to text and graphics, apply transition effects, and remove a video's background?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Can users record video and audio of themselves and/or their screens within the platform?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Does the platform load videos and perform all video creation, editing, and playback without significant delays, slow down, or stuttering?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Library of Video and Audio Elements</b>		
1. Is a library of video and audio elements provided to users?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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2. Are customizable video templates provided to users?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are royalty-free videos and audio that do not require prior permission for use, can be used free of charge for commercial and noncommercial use, can be modified and edited, and do not require an attribution provided to users?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Social Media Content Planning and Scheduling Tool</b>	
1. Does the platform provide a social media content planning and scheduling tool?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does this tool allow users to connect to social media accounts (e.g. Instagram, Twitter, and Facebook) within the platform?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does this tool allow users to create social media content and schedule posts of that content to connected social media accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does this tool allow users to invite other team members to contribute to creating social media content and scheduling posts of that content?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Platform Integration</b>	
1. Can users bring additional features to the platform via integrations and additional apps developed by the bidder or by third-party developers vetted and approved by the bidder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Can the platform integrate with social media platforms (e.g., Instagram, Twitter, and Facebook), YouTube, Google Drive, PowerPoint, and/or Microsoft Teams?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is a library of additional apps for added features developed by the bidder or by third-party developers vetted and approved by the bidder available to users?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**ATTACHMENT A - REFERENCES**

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

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

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

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

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



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**ATTACHMENT B – CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College. Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ENTERPRISE ACCESSIBLE GRAPHIC DESIGN SOLUTION**  
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**ATTACHMENT C – NON-DEBARMENT ACKNOWLEDGEMENT**

**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 D – CONTRACTOR INFORMATION FORM**

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

C.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

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

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

Yes  No

C.6 Please provide the following information:

**Print clearly**

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

Company Name  Name

Title  Authorized Signature and Date

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**ATTACHMENT E – NO PROPOSAL RESPONSE FORM**

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to: Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850
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**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DELIVERY OF BIDS** Refer to Section I, and all other Sections referenced in Section I, for Bid/Proposal delivery instructions.

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

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

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

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

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

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

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

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

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

**MINORITY PARTICIPATION** Pursuant to 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 disadvantage 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 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.



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

It should be assumed that all sexual behavior by the Contractor’s employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ENTERPRISE ACCESSIBLE GRAPHIC DESIGN SOLUTION**  
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**RFP CLOSING DATE AND TIME: JANUARY 25, 2024**

**ATTACHMENT G – 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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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**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
- Washington Suburban Sanitary Commission

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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**School Systems**

- 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 METROPOLITIAN 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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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**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 \_\_\_\_\_

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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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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

<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)