

MONTGOMERY COLLEGE ▪ OFFICE OF PROCUREMENT
REQUEST FOR BID (RFB) TITLE: Printing, Binding, Mailing, Packaging, and Delivery
Services for the College Noncredit Class Schedule
RFB NUMBER: E525-015
CLOSING DATE: May 9, 2025 a 3:00PM Eastern Daylight Time



ADDENDUM #1

Issued: May 5, 2025

PURPOSE OF ADDENDUM:

1. To provide College responses to vendor questions.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA, CPPB
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time (EDT) on **May 9, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: 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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QUESTION:	ANSWER:
<p>1.) Item number 4 (Stock Text) does not mention anything about a "COVER" 8-page Wrap Stock Paper to be used or a 4 page "COVER" Stock Paper.</p> <p>The college is requesting bids on each publication, on ALL PAGES 30# Newsprint and also, ALL PAGES on 35# 80b, Correct?</p>	<p>Correct. The College is requesting a bid for the 4-page cover to be the same paper as the guts, and also a price for a 4-page cover on the 80lb paper.</p>
<p>2.) From the bid specs, it appears the college is eliminating the 8-page cover wrap? (Current printing is a cover wrap of 8 pages on 40# 80B premium newsprint, remaining pages on 30# newsprint). Is this correct?</p>	<p>The cover is 4 pages. Refer to the response in question 1.</p>
<p>3.) Because Item #3 (page 13) is stated as it is, the following needs to be clarified: Quotes needed, are as follows: Fall and Spring Issues: Quote for 104 TEXT Pages (NO COVER) on both 30# and 35# Newsprint, BUT ALSO a quote for 108 +4 COVERS for a total of 112, please provide cover paper stock.</p> <p>Summer Issue: Quote for 72 Pages (NO COVER) on both 30# and 35# Newsprint, BUT ALSO, a quote for 76+ 4 COVERS for a total of 80 Pages, please provide cover paper stock.</p>	<p>That is correct.</p>
<p>4.) As a reminder, web presses cannot print a 4-page cover. A 4-page cover would need to be run on a sheetfed press or digital press by a printing company. That is why, the current configuration of an 8-page cover wrap was utilized by the college, to save printing costs for the separate 4-page cover. Is the plan to continue the same?</p>	<p>Yes, and this is also why the College is looking to eliminate the separate cover and print the entire brochure on the same paper. This will save money.</p>
<p>5.) On the trim size it says 8 ½ x 11, but web presses only run 8 ½ x 10 7/8. Not a big difference, but is that ok?</p>	<p>Yes, that is fine.</p>

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



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR BID

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All proposals MUST BE RECEIVED **electronically** by 3:00 PM Eastern Daylight Time on **May 9, 2025**

Prices must remain firm for: **120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD**

Bid Bond Requirements: NONE
Performance, Labor and
Material Bond requirements: NONE
Pre-Bid Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS BID SOLICITATION

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

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

Patrick Johnson, MBA, CPPB
Director of Procurement

NOTE: Prospective Bidders who 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 amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporations must be registered, and in good standing no later than proposal submittal deadline date. A copy of the registration or application for registration may be requested by the College. The registration process can be completed at the following link: <https://businessexpress.maryland.gov/start/register-a-business-in-maryland>.

NOTE: Failure to complete the registration process by the proposal submittal deadline listed above, WILL result in the disqualification of your submitted proposal.



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SECTION 1 – BID AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with a single qualified Contractor capable of providing printing, binding, mailing, packaging and delivery services for the Noncredit Class Schedule in accordance with all terms and conditions contained 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 RFB will be referred to as “Bidder” and “Offeror.” The Bidder to whom the contract is awarded will be referred to as the “Contractor” or “Awardee”.

1.2 Electronic Bid Submittal Due Date

All responses to this Request for Bid must be submitted electronically. Attachment shall consist of the Offerors response, and Price Proposal. Attachments shall be sent together, in a single email. See Section 3 Proposal Submission for complete submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this Request for Bid are due by **3:00 p.m. on May 9, 2025** Eastern Daylight Time (EDT). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFB opening date due to an unforeseen circumstance, the RFB will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 Online Public Bid Opening

An online bid opening will be conducted at 3:00 p.m. on May 9, 2025 via Zoom video conferencing. Bidding firms are encouraged but not required to attend bid opening. See Zoom meeting call-in details below.

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/94668683749?pwd=40brlJkdinoWmwQaVkVMetvO4vCad.1>

Meeting ID: 946 0313 6542, Password: 049102

One tap mobile

+13017158592,,94603136542#,,1#,049102# US (Germantown)

+13126266799,,94603136542#,,1#,049102# US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Find your local number: <https://montgomerycollege.zoom.us/j/94668683749?pwd=40brlJkdinoWmwQaVkVMetvO4vCad.1>

1.4 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Chiquita Manago Haywood, Purchasing Agent** via e-mail to chiquita.manago@montgomerycollege.edu. 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, April 28, 2025. All questions

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

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.

1.5 General Conditions and Instructions

Bidders shall also refer to, understand, and agree to Attachment F, General Conditions and Instructions, of this bid. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFB.

1.6 Bid Required Submittal List

- Minimum Requirements Checklist (Section 4)
- Price Proposal (Section 5)
- References (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Contractor Information Form (Attachment D)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

1.7 Failure to Submit

Failure to provide any of the items noted in Section 1.6 may deem a bid response non-responsive.

1.8 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

1.9 Submitted Pricing

Submitted pricing must include all cost (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Bidder's omission.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.10 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.

1.11 Bid Evaluation

Bids submitted in response to this solicitation will be evaluated as follows:

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

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

1.11.1.2 Bidder is financially stable.

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

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

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

1.12 Bid Rejection

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

1.12.1 Meet the mandatory specifications and requirements.

1.12.2 Respond in a timely fashion to a request for additional information, data, etc.

1.12.3 Supply appropriate and favorable client references.

1.12.4 Complete the Price Proposal page.

1.12.5 Sign the bid.

1.12.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.12.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

1.13 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

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

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.

1.14 Contract Award

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the lowest total price that can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College.

1.15 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, and a College purchase order form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price.

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

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

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).

1.20 Contract Deadlines and Failure to Deliver

The Contractor is contractually obligated to meet all agreed-upon deadlines. 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 such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

1.21 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.

1.22 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 Bid with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

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.

1.23 INSURANCE REQUIREMENTS

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

- a) Commercial General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- d) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name on its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1e above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer."

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 policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

1.24 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. **RFP E525-015**. Current certificates must be provided to the College throughout the contract term.

1.25 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 vendors.

1.26 State of Maryland Proof of Registration

NOTE: Proof of State of Maryland business registration and standing will be verified with the Maryland State Department of Assessments and Taxation. For further information, please visit:
<https://businessexpress.maryland.gov/manage/maintain-good-standing-status>

1.27 Debarment and Suspension for Federal and State Contracts

To be eligible to submit a proposal under this RFB, respondents must not be presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state department or agency. All respondents submitting a proposal will be verified as to its eligibility status for receiving federal/state funds.

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SECTION 2 – BACKGROUND AND SPECIFICATIONS/REQUIREMENTS

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 45,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, East County Education Center and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,365 faculty, administrators, and staff.

More specifically, the Office of Workforce Development & Continuing Education (WD&CE) programs provide a wide range of credit and noncredit educational offerings and services designed to meet the needs of Montgomery County residents and businesses. In addition to classes for individuals, WD&CE contracts with many businesses and government agencies to provide customized training for their employees. WD&CE oversees production of various publications, including the Noncredit Class Schedule, and supports College units by fostering internal and external communications, including print and dissemination of brochures, catalogs, flyers, etc. The Noncredit Class Schedule contains general information and course descriptions for more than 37 program areas to help roughly 38,000 enrollees each year meet career transition, workforce re-entry, enhancement of technical skills, and lifelong learning goals.

2.2 Scope of Work/Specifications

This Request for Bid is for a firm, fixed-priced contract for printing, binding, mailing, packaging and delivering three (3) issues per year of the Noncredit Class Schedule, in accordance with the terms, conditions, and specifications listed herein. The production of the 2025 Noncredit Class Schedule launches a new format and design; therefore, samples of the previous issues are not available. The Class Schedule issues include the Spring, Summer, and Fall Semesters for classes offered year-round at various sites throughout Montgomery County.

2.2.1 Bidder Qualifications and Experience - Qualified Bidders must have: a minimum of seven years of business printing experience, including using a four-color process; experience producing publications similar to the one required by the College; in-house printing, binding, packaging and mailing capabilities; and an FTP site or access to an FTP site. The Contractor shall supply all labor, facilities, infrastructure, hardware, software, equipment, materials, supplies, and insurance necessary to provide the requested services. Bidders must submit two samples with their bid response and must operate a production facility itself. The College reserves the right to conduct press checks. **The Contractor may not subcontract or outsource any portion of process of the work.**

2.2.2 Mailing Services - The successful Bidder must have in-house capability and must provide all mailing services in conformance with the United States Postal Service (USPS) policies, procedures, and standards including but not limited to familiarity with postal classes of mail and rates; NCOA Link processing (National Change of Address), which includes CASS (Coding Accuracy Support System) Certification; postal indicia regulations; bar coding/presorting; mail finishing/inkjet addressing; and, mail return services for different mail classes to ensure validation, correction, and maintenance of College mailing list; increase mail accuracy; and lower postage costs for the College through control of mailing services. The Contract must acquire mailing lists based on targeted zip codes provided by the College

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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

Contract Administrator. An estimated initial mail quantity of 200,000 is provided for bid tabulations purposes. The actual quantity to be mailed will be determined after creation of the mailing list. Annual mailing lists are subject to change by the Contract

Administrator based on the College's marketing strategy and targets. The Contractor will be required to modify those lists as necessary at no additional charge.

The College Contract Administrator will provide production schedules each year for the Class Schedule. Refer to Section 2.4 for the first (tentative) production schedule. The Contractor must provide complete contact information for its account contract manager for this contract upon award to work the College Contract Administrator. The College reserves the right to meeting with awarded Bidder, at the College, upon award of the contract and prior to contract implementation.

2.3 Production Timeline

The production timeline for the first year of the contract is as follows: The College Contract Administrator (CA) will provide annual production schedules thereafter. By submitting a bid, Bidders agree to comply with the production schedule below or as modified by the College. This timeline is subject to change at the Contract Administrator's discretion.

Noncredit Class Schedule Issue	Fall Semester 2025	Spring Semester 2026	Summer Semester 2026
College CA Uploads Files to Printer	7/8/2025	10/13/2025	3/6/2026
Printer Sends Digital and Delivers Hard Proof/Blueline to College CA	TBD	TBD	TBD
Printer Prints and Mails Class Schedule	TBD	TBD	TBD
Printer Delivers Class Schedule to College Central Receiving	7/28/2025	11/3/2025	3/16/2026

2.4 Quality Control Standards

Contractor shall have established quality control processes to ensure against flaws for the entire run and from order to order. Color consistency is critical. There must be no visual variation in color and design integrity from copy to copy and order to order. Contractor must maintain these quality control processes and perform to these standards over the life of the contract.

2.5 Inspection and Operations

At its sole discretion, the College reserves the right to inspect Bidder's production facility prior to the award of the contract at to assess Bidder capabilities and resources or at any time thereafter during the performance of the contract. In addition, the College reserves the right to conduct any test or inspection it may deem advisable to ensure that production of the Noncredit Class Schedule will conform to the specifications contained herein.

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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

2.6 Prepress Services

- 2.7.1 A High-quality Post Script Imagesetter and both MSC and IBM computer systems with storage and retrieval ability must be used.
- 2.7.2 Equipment must be able to edit, store, and retrieve data.
- 2.7.3 Proofreading of all Contractor typesetting (or modifications to files) is required.
- 2.7.4 Type: The latest available version of Adobe Type Library for PC and Macintosh platforms will be required.

2.7 Author's Alterations

The contract shall include one round of edits per Class Schedule issue. The Contractor is required to maintain a log of all Author's Alterations (AAs) and the name of the person requesting the change. The log of AAs must be submitted with the invoice that bears the changes for the alterations. Additional proofs required due to Contractor's error shall be furnished to the College at no additional charge.

2.8 Samples

- 2.8.1 Samples of similar jobs that demonstrate the Bidder's expertise with printing the type of publication listed in this document MUST be submitted with the bid (maximum two). Each sample should have the Bidder's name and bid number. All samples will become the property of the College and will not be returned. Failure to provide samples may be cause for rejection of the Bidder's response.

- 2.8.2 Samples of the required paper stock for the text and for the cover must be submitted with the bid.

2.9 Artwork

Original and edited artwork and materials, and electronic files are the property of the College, must be properly catalogued and stored by the Contractor over the life of the contract, and must be returned following the completion of the contract. Original artwork and photographs may not be altered by the Contractor without written approval by the College.

2.10 Technology Requirements

Two (2) samples from similar jobs must accompany the response to this invitation to bid. All samples will become the property of Montgomery College and will not be returned. The WDCE Course Offerings Schedule can be viewed online at <https://www.montgomerycollege.edu/documents/workforce-development-continuing-education/wdce-brochures/wdce-schedule-spring-2025.pdf>.

2.11 Production Requirements

The Contractor must provide all equipment, materials, and services necessary for producing, packaging, mailing, and shipping the products requested in this solicitation. The Contractor will be responsible for performing all production phases and operations for the Noncredit Class Schedule.

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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

- 2.11.1 The College Contract will provide content for all publications, including text, artwork, and photos. The Contractor must have the capability to make changes to publication (content) files as required. Upon award of the contract and receipt of the files, the successful Bidder must verify that the copy confirms to the stated specifications upon which the bid is based. Deviations or discrepancies within the contract that may or will result in additional costs that are above the base price must be brought to the attention of the Procurement Office within 48 hours of receipt of the contract, or payment may be based upon the prices in the Bidder's Price Proposal.
- 2.11.2 The College may request a meeting, to be held at the College, with the successful Bidder, prior to the start of the contract, to review the requirements of the contract.
- 2.11.3 The Contractor must composition and layout capabilities.
- 2.11.4 The College will not pay separate pickup and delivery service charges.
- 2.11.5 Future production schedules for each Class Schedule issue will be agreed upon in advance by the College and the Contractor.
- 2.11.6 The College Contract Administrator must approve hard press proofs/sheets for each Class Schedule issue. Additional proofs required due to the Contractor's error shall be furnished to the College at no additional charge. **Class Schedule delivery by the specified date is required.**
- 2.11.7 Samples of each completed issue must accompany returned artwork and be delivered to Amy Moore, Contract Administrator, Montgomery College, Workforce Development & Continuing Education, 20200 Observation Drive, Humanities and Social Sciences Building (HS), Room 239, Germantown, MD 20876.
- 2.11.8 The College will not accept underruns or overruns.

2.12 Packaging Requirements

Class Schedules must be securely bundled, in consistent quantities identified for the College, and wrapped appropriately for handling. All packaging must be legally labeled with the purchase order number, Schedule title, and quantity. The Contractor shall select the most suitable and economical materials and methods of packing, packaging, and marking required to protect and identify the Class Schedules during every phase of shipment and handling, including, but not limited to, packing Schedules to cushion and weatherproof the product, and packaging to protect them from damage.

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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

2.13 Delivery Requirements

2.13.1 The Contractor will be responsible for picking up from and delivering artwork and proofs to the College Contract Administrator at the following location: Amy Moore, Graphic Designer, Montgomery College, Workforce Development & Continuing Education, 20200 Observation Drive, Humanities and Social Sciences Building (HS), Room 239, Germantown, MD 20876. Telephone (240) 567-1867, Email: amy.moore@montgomerycollege.edu.

2.13.2 All artwork, proofs, and deliveries must be prearranged with the Contract Administrator designee. The successful Bidder will be responsible for pickup and delivery of materials at each production stage of the contract. All charges for transportation and delivery services must be included in the pricing on the Price Proposal. The College will not pay separate pickup and delivery service charges.

2.13.3 In accordance with production schedules for mailing and delivery, the balance of each issue of the Class Schedule, after mailing, correctly labeled, shall be delivered to Montgomery College Central Receiving, 7602 Standish Place, Rockville, MD 20855, Monday through Friday. Normal hours of operation are 7:30 a.m. - 5:00 p.m.

2.14 Contract Administration

All work must be scheduled and coordinated with the College Contract Administrator Amy Moore, Office of Workforce Development & Continuing Education, who will coordinate and authorize all phases of services to be provided. The Contract Administrator or designee must approve all alterations and associated charges prior to completion of each phase, or the Contractor will absorb these costs.

Any omission or failure to reject or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found, the Contractor shall replace, at its own expense, the defective material at no additional charge to the College. Any unsatisfactory work, as deemed by the Contract Administrator, must be corrected immediately and to the satisfaction of the Contract Administrator. Class Schedules of poor quality, as determined by the Contract Administrator, shall be returned to the Contractor, which will reprint the defective publications at no additional charge and to the satisfaction of and approval by the Contract Administrator. Contractor quality control/QC is essential.

2.15 Customer Service Requirements

The Contractor must respond to all phone calls and emails within 24 business hours. Adherence to all deadlines is expected and required. The Contractor will be responsible for all costs incurred due to missed deadlines and unnecessary delays.

2.16 Purchase Orders

Competitive Bid/Proposal awards valued at \$250,000+ require approved from the Board of Trustees. Purchase orders will be issued pending board approval of award(s).

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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

TABLE OF SPECIFICATIONS	
2.17	Noncredit Class Schedule for Spring, Summer, and Fall Semesters – College uploads files to printer.
1. Quantities	a. Print: Total quantity of finished Class Schedules required (each issue) is 245,000 copies. Bidders must also price additional quantities on the Price Proposal as set forth. b. Mail: Approximately 225,000 copies shall be mailed to targeted zip codes selected by the College Contract Administrator. Mailing services shall be priced to include, but not limited to, mail prepping, sorting, processing, and maintenance. c. Price to create initial mailing list of 225,000 addresses using targeted zip codes. d. Price to print additional Schedules in quantities of 10,000; 20,000 and 30,000. e. Price to mail additional Schedules in quantities of 10,000; 20,000, and 30,000. f. State maximum number of pages allowed for printing and mailing.
2. Size	8.5" x 11" finished
3. Number of pages	104 text pages for the <i>Fall</i> and <i>Spring</i> issue runs, and 72 text pages for <i>Summer</i> issue run. a. Bidders must also price 108 and 76 text pages plus cover as additional pages on the Price Proposal as set forth. This includes cover pages.
4. Stock Text	30# and/or 35# Bright White Newsprint. a. Bidders must state in their bid proposal the brand and description of paper to be used. Throughout the contract period the Noncredit Class Schedule must be printed on the exact paper stated in the bid. If the Bidder anticipates using different paper due to lack of availability, all stock to be used must be identified in the bid proposal. A sample of the requested paper stock for text must be submitted with the bid response.
5. Ink	Text prints 4/4
6. Ink	Cover prints 4/4
7. Bleeds	Full bleeds throughout the brochure.
8. Assembly	Fold, collate, trim for even edges, and staple cover and interior as needed to provide a finished product (including front and back covers), with a finished size of 8.5"x11".
9. Binding	Saddle Stitch
10. Artwork	Electronic Files. Bidder must have updated version of InDesign, Photoshop, and Acrobat.
11. Proofs	Digital and one (1) Hard/Blueline Proof of Cover and Text for each issue of the Class Schedule must be delivered to the College Contract Administrator.
12. Mailing Services	a. Contractor to create mailing list of all Montgomery County residences targeted by zip codes as identified by the College Contract Administrator, including apartments, to include addressing, barcoding, and sorting for lowest postage rates available for bulk rate mail. Actual quantity to be mailed will be determined after creation of mailing list. b. The Bidder must include the one-time cost to create the initial mailing list based on zip codes for roughly 225,000 addresses selected by the Contract Administrator. The list shall be updated annually at no additional cost to the College, including merging/purging for duplicates and the removal of bad addresses, returned pieces, and rejected items. c. All-inclusive mail processing services cost to be bid as a price per thousand. d. Contractor shall annually monitor U.S. Postal Service (USPS) for any rate increases notices and advise the College Contract Administrator accordingly, prior to new mailings, and provide cost impact on contract of any new postage rates established by USPS. 1) Contractor's mailing service charges may not change except as or unless approved by its application for and receipt of an annual price increase. e. Contractor shall inkjet addresses to Class Schedules and deliver to the U.S. Post Office for mailing no later than the date stated on the Production Schedule.



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SECTION 2 –SCOPE OF WORK AND SPECIFICATIONS continued

TABLE OF SPECIFICATIONS - Continued

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| | <p>f. The College will pay for postage using its permit imprint indicia, and the Bidder shall not include the cost of postage in its bid price. College will mail using non-profit bulk rate. Contractor will get any/all available postal discounts on behalf of the College.</p> <p>g. The balance of each issue of the Class Schedule shall be delivered to Montgomery College, Central Receiving, 7602 Standish Place, Rockville, MD 20855, Monday through Friday, between 7:30 AM and 5:00 PM. Telephone (240) 567-5282.</p> |
|--|--|

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SECTION 3 – BID SUBMISSION INSTRUCTIONS

3.1 Electronic Bid Submission Instructions

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 Bid.

All Bidder proposals must be submitted electronically, as a PDF file. Attachment shall consist of the Bid Response and Price Proposal sent in a single email prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Bid (RFB) 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 4 – MINIMUM REQUIREMENTS CHECKLIST

4.1 Minimum Requirements Checklist

Bidders must complete and submit this Section to demonstrate their level of compliance. Failure to return this section with the bid response may cause the response to be deemed non-responsive. The College will consider adherence to specifications, price, quality of samples, past performance to the College, if any, and references from other customers in its evaluation of Bidder's proposals.

Bidder must check (✓) either Box B or Box C below to indicate compliance or noncompliance with the Minimum Requirements listed in Box A.

	MINIMUM REQUIREMENTS (A)	BIDDER COMPLIES (B)	BIDDER DOES NOT COMPLY (C)
1	Bidder has the personnel, facilities, vehicles, hardware, equipment, software, materials, supplies, processes, transportation, delivery services, and insurance required to perform the requirements specified in this bid.		
2	Bidder has in-house, single-plant printing, assembling, binding, mailing, packaging, and order fulfillment/distribution capabilities. State location (address, city and state) of Bidder's production facility: _____		
3	Bidder has operational FTP site that will be used for these services.		
4	Bidder has insurance required by this bid and will submit a Certificate of Liability Insurance.		
5	Bidder has a minimum of seven (7) years of commercial printing business experience. The printing business experience must include 4-color process printing.		
6	Bidder has a minimum of seven (7) years of experience producing a publication similar to the one required by this bid.		
7	*Bidder has delivered two paper stock samples for text and cover.		
8	*Bidder has delivered two samples of similar jobs required by this bid.		

*Deliver samples to Central Receiving, 7602 Standish Place, Rockville, MD 20855, Attn: Chiquita Manago Haywood, E315H.



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SECTION 4 – MINIMUM REQUIREMENTS CHECKLIST

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

Company Name

Signature

Title

Printed Name



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SECTION 5 – PRICE PROPOSAL

DESCRIPTION QTY	U/M	UNIT PRICE: M	TOTAL PRICE
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In accordance with all bid terms, conditions, and specifications:

Noncredit Class Schedule Base Pricing for 108 Text Pages, Plus Four (4) Page Cover

01. Fall Noncredit Schedule	225,000	M	\$ _____	\$ _____
02. Spring Noncredit Schedule	225,000	M	\$ _____	\$ _____
03. Initial Mailing List Creation (One time Charge for 225,000 addresses)	1	E	\$ _____	\$ _____
04. TOTAL PRICE OF NONCREDIT CLASS SCHEDULE (108 Text Pages +Cover)			\$ _____	

ADDITIONAL PRICING:

Noncredit Class Schedule Base Pricing for 116 Text Pages, Plus Four (4) Page Cover

05. Fall Noncredit Schedule	225,000	M	\$ _____	\$ _____
06. Spring Noncredit Schedule	225,000	M	\$ _____	\$ _____
07. TOTAL PRICE OF NONCREDIT CLASS SCHEDULE (116 Text Pages +Cover)			\$ _____	

Noncredit Class Schedule Base Pricing for 80 Text Pages, Plus Four (4) Page Cover

08. Summer Noncredit Schedule	225,000	M	\$ _____	\$ _____
09. TOTAL PRICE OF NONCREDIT CLASS SCHEDULE (80 Text Pages + Cover)			\$ _____	
10. Additional Pricing for Printing Additional Quantities				
10,000 Copies			\$ _____	\$ _____
20,000 Copies			\$ _____	\$ _____
30,000 Copies			\$ _____	\$ _____



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SECTION 5 – PRICE PROPOSAL

DESCRIPTION QTY	U/M	UNIT PRICE: M	TOTAL PRICE
11. Additional Pricing for Quantity Reductions (Printing):			
10,000 Copies		(\$_____)	
20,000 Copies		(\$_____)	
30,000 Copies		(\$_____)	
12. Additional Pricing for Mailing (per Thousand Addresses)		\$_____	
13. Additional Pricing: Author's Alteration (Hourly Rate)		\$_____	
14. Maximum number of pages per Issue _____			
Available for printing/mailing			

PLEASE REMEMBER TO SIGN YOUR BID.

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

Company Name

Name

Title

Authorized Signature and Date



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ATTACHMENT A - REFERENCES

REFERENCE 1

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 2

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 3

Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

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

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:	



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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 (if you do not have any pending litigation mark "NA or "No").

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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____



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ATTACHMENT D – CONTRACTOR INFORMATION FORM

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

- D.2 Minority Contractor: Yes ☐ No ☐

If yes, please specify minority classification

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

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

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

Yes ☐ No ☐

- D.6 Please provide the following information:

Company Name		Years in Business	
Federal Tax Number		Unique Entity Identifier	
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 BID RESPONSE FORM

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

☐

Too busy at this time

☐

Not engaged in this type of work

☐

Project is too large

☐

Project is too small

☐

Cannot meet mandatory specifications (Please specify below)

☐

Other (Please specify)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip Code

Title

Please return to:	Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850
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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 Director 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 Director 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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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 "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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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 4 of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

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

NON-ASSIGNMENT AND SUBCONTRACTING Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the 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



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Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College.

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

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

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor 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



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Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporations must be registered, and in good standing no later than proposal submittal deadline date. A copy of the registration or application for registration may be requested by the College.

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



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termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

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

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

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

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

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ATTACHMENT 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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USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND PUBLIC AGENCIES 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, including the entities 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.

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

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- 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

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 METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools



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



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MWCOG Rider Clause
Approval Form

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____ Lead

Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.



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

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

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