

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE, STUDENT AND VENDOR PAYMENT FULFILLMENT SERVICES
RFP NUMBER: e921-002
RFP CLOSING DATE AND TIME: January 5, 2021 @ 3:00 PM



ADDENDUM #3
Issued: December 14, 2020

ADDENDUM PURPOSE:

- Change RFP closing date from December 21, 2020, to **January 5, 2021**.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **January 5, 2021**. All addenda shall be sent to vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE, STUDENT AND VENDOR PAYMENT FULFILLMENT SERVICES
RFP NUMBER: e921-002
RFP CLOSING DATE AND TIME: DECEMBER 21, 2020 @ 3:00 PM



ADDENDUM #2
Issued: December 11, 2020

ADDENDUM PURPOSE:

- To provide attached questions and answers.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **December 21, 2020**. All addenda shall be sent to vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

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QUESTIONS AND ANSWERS

<u>Vendor Question</u>	<u>Montgomery College Answer</u>																		
What is Montgomery College's accounting system?	Ellucian Banner Finance																		
What do you mean by System Controls?	Security roles to limit and grant access																		
I have a question related to Section 5 Option for Payroll Processing. When you reference Payroll Processing check only, what exactly do you mean? Accounts Payable is dynamically different from Payroll Processing. Are you looking for a service that handles Accounts Payable disbursements and Payroll disbursements? If so, what is required from a tax filing and tax management perspective?	Today, we use the same software (Create-A-Check) to (in-house) print Payroll & Acct. Payable checks. These are both low quantities, but all in-house. All tax management is done in Banner																		
Would the college consider a solution in lieu of/to entirely take the place of Touchnet?	No																		
RFP Section 2.5: Ability to handle various payment methods such as ACH (direct deposit), paper checks, digital checks and virtual or debit cards. Can you provide (for ACH and Paper Checks separately) estimated annual activity: <ul style="list-style-type: none"> • \$ volume • # of transactions 	<table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">\$ Volume</th> <th style="text-align: center;"># of Transactions</th> <th style="text-align: center;">Avg trans Amt</th> <th style="text-align: center;">Highest transaction Amount</th> <th style="text-align: center;">Frequency (x times /yr)</th> </tr> </thead> <tbody> <tr> <td>ACH</td> <td style="text-align: right;">17,000,000.00</td> <td style="text-align: right;">17,000</td> <td style="text-align: right;">1,100.00</td> <td style="text-align: right;">11,000.00</td> <td style="text-align: center;">50 times p/yr.</td> </tr> <tr> <td>Paper Check</td> <td style="text-align: right;">15,000,000.00</td> <td style="text-align: right;">20,000</td> <td style="text-align: right;">800.00</td> <td style="text-align: right;">12,500.00</td> <td style="text-align: center;">50 times p/yr.</td> </tr> </tbody> </table>		\$ Volume	# of Transactions	Avg trans Amt	Highest transaction Amount	Frequency (x times /yr)	ACH	17,000,000.00	17,000	1,100.00	11,000.00	50 times p/yr.	Paper Check	15,000,000.00	20,000	800.00	12,500.00	50 times p/yr.
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<ul style="list-style-type: none"> • Average transaction amount • Highest transaction \$ amount and frequency (x times per year) 																														
<p>RFP Section 2.5: Establish and maintain system interface with Montgomery College’s enterprise accounting system, including establishing the specifications of the payment files.</p> <p>Can more detail be provided to best understand the particulars and scope of the integration? Does this relate to all services?</p>	<p>This relates to all services.</p>																													
<p>With regard to fulfillment of student payments, does this refer to Title IV refunds or to some other type of payments?</p>	<p>Both – Title IV refunds and other type of payments</p>																													
<p>If we cannot provide fulfillment of payments to vendors and employees, will that disqualify us?</p>	<p>Yes</p>																													
<p>Please provide actual and projected volumes by payment type (A-C) and recipient (1-3).</p> <p>A. ACH</p> <p>B. Paper Check</p> <p>C. Virtual Card</p> <p>1. Student</p> <p>2. Vendor</p> <p>3. Employee</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="background-color: #d3d3d3;">Volumes by Payment Type and Recipient (Student)</th> </tr> <tr> <th rowspan="2"></th> <th colspan="2">Actual</th> <th colspan="2">Projection</th> </tr> <tr> <th>\$ Volume</th> <th># of Transactions</th> <th>\$ Volume</th> <th># of Transactions</th> </tr> </thead> <tbody> <tr> <td>ACH</td> <td style="text-align: right;">14,096,819.77</td> <td style="text-align: right;">13477</td> <td style="text-align: right;">17,000,000.00</td> <td style="text-align: right;">17,000</td> </tr> <tr> <td>PAPER CHECK</td> <td style="text-align: right;">12,003,862.56</td> <td style="text-align: right;">16426</td> <td style="text-align: right;">15,000,000.00</td> <td style="text-align: right;">20,000</td> </tr> <tr> <td>VIRTUTAL CARD</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> <td style="text-align: right;">10,000,000.00</td> <td style="text-align: right;">12,000</td> </tr> </tbody> </table>	Volumes by Payment Type and Recipient (Student)						Actual		Projection		\$ Volume	# of Transactions	\$ Volume	# of Transactions	ACH	14,096,819.77	13477	17,000,000.00	17,000	PAPER CHECK	12,003,862.56	16426	15,000,000.00	20,000	VIRTUTAL CARD	N/A	N/A	10,000,000.00	12,000
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Frequency per year:	50	50	50																										
<p>What is the College’s current check print process? How are checks being printed today and does the College have any special handling needs? What is the College’s driving force? Is the College interested in reducing the number of check payments or completely outsource check printing?</p>	<p>We extract a file from the Banner check run and print them using the Create-A-Check software (AvidXchange, Inc). This is used for any in-house printing.</p>																												
<p>Is the college interested in ACH credits and debits? Can you give details exactly for what purpose using ACH?</p>	<p>ACH will be used for outgoing vendor/employee/student payments</p>																												
<p>What is the intention of using virtual cards?</p>	<p>Virtual cards will be used for outgoing vendor/employee/student payments</p>																												
<p>Would the college be interested in issuing real time payments to reimburse or pay?</p>	<p>Yes</p>																												
<p>What is the use case for checks? (i.e. depositing them or issuing them?)</p>	<p>Issue</p>																												
<p>Section 2.2 – Scope of Services: Much of the scope of services listed in RFP appear to be related to banking services, e.g. ACH, Paper Checks. Are you looking for a vendor who will issue ACHs and</p>	<p>Issue ACHs and print paper checks.</p>																												

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<p>Paper Checks, or just process ACH and paper checks that the College receives?</p>	
<p>Is Merchant Services/Credit and Debit Card acceptance among the services related to “Payment Fulfillment”?</p> <p>My company’s role is primarily Merchant Services Acquiring, where we clear and fund the credit card and debit card transactions. Is this among the services related to “Payment Fulfillment”?</p>	<p>No, we already have a card processor.</p>
<p>Virtual Card for Students: Please clarify/provide context. Is this a major card brand issued virtual card (no plastic/physical card) that processes as any normal credit or debit card through major card brand payment networks? Assuming students use the virtual card as they would a plastic card—but for Card Not Present transactions, e.g. online payments, phone or mail order payments. Please clarify—are you looking for a vendor to issue such cards or just to process these transactions?</p>	<p>We currently issue refunds by checks and ACH. The College is interested in other potential methods to refund students. But are not looking for a vendor to issue a virtual card.</p>
<p>Is the College seeking Electronic Check Services for paper checks at point of purchase as well as ACH?</p>	<p>No</p>

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<p>RFP Service Requirement: Establish and maintain system interface with Montgomery College’s enterprise accounting system, including establishing the specifications of the payment files.</p> <p>Question: Is this an absolute requirement? For instance, this might apply to a Third-Party Provider (Touchnet)? Elavon provides fulfillment service but limited to clearing and funding the credit card and debit card transactions. In this sense, the integration and requirement is with the Third Party Provider (Touchnet), correct?</p>	<p>Yes, integration is a requirement. Can be provided by a third-party vendor.</p>
<p>RFP Service Requirement: Scope of integration: Please provide details around the integration and specific requirements.</p> <p>Question: Would the college consider a solution in lieu of/to entirely take the place of Touchnet as it relates to the front-end services provided by Touchnet?</p>	<p>We would consider replacing the Touchnet student refund function, but we’re not considering replacement of all our Touchnet functionality.</p>

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<p>RFP Service Requirement: Provide training to Montgomery College staff and vendors to utilize the proposed electronic payment solutions. This may include in-person trainings, webinars, instruction booklet, etc.</p> <p>Question: In person trainings: Is their leniency commensurate with COVID19? Would the College consider virtual and/or phone trainings?</p>	<p>Yes, virtual trainings are preferred.</p>
<p>RFP Service Requirement: Additional General Requirements: Manage payment exceptions, errors and failures, and notify the College the same day that an exception, error or failure occurs.</p> <p>Question: Can examples of the payment exceptions, errors and failures be provided to better understand the requirement, understanding for example there may be certain instances where Elavon is restricted to Card Brand rules, regulations re timing that could prevent "same day" notification?</p>	<p>Examples: file upload error, duplicate files, duplicate payments, file name issues, and special character errors.</p>

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<p>RFP Service Requirement: The Contractor shall be able to accept files from Montgomery College’s accounting system.</p> <p>Question: Relates to first bullet above: Establish and maintain system interface... Please expound/provide context and specific requirements—especially as it relates to primarily offering Credit Card and Debit Card clearing and settlement/funding, assuming this would be the requirement for the front-end provider, e.g. Touchnet.</p> <p>Network Security: The Contractor shall have an adequate network security in place that restricts access, and protects information provided by RCUH’s vendors to allow for processing of their payment.</p> <ul style="list-style-type: none"> • What/who is RCUH? 	<p>Files are exported from our current system to print in-house or sent to processor for bulk printing or ACH processing.</p> <p>This is a typo. Should read: The Contractor shall have an adequate network security in place that restricts access, and protects information provided by Montgomery College vendors to allow for processing of their payment.</p>

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<p>RFP Section 4.2.5 System Functionality, Support, and Demo</p> <p>Question: Please explain “emergency check and ACH requests”. Seems this is a banking function.</p> <p>Is the College seeking a separate service to issue these checks/ACH?</p> <p>Is the County College seeking bids for bank deposits and related services to include tied in services of these types?</p>	<p>Check and ACH requests processed on an emergency basis, within 24 hours of receipt of request.</p> <p>NO, we are not seeking a separate service to issue checks/ACHs.</p> <p>NO, we are not seeking bids for bank deposits.</p>
<p>RFP Section 4.3: In addition to the electronic submission, all offerors must submit one original hard copy proposal. Hard copy proposal shall be delivered to the address listed below and must be received prior to contract award date.</p> <p>Question: What is the anticipated contract award date?</p>	<p>The anticipated contract award date is the second or third quarter of calendar year 2021.</p>

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<p>Section 5 – Price Proposal:</p> <p>Relates to 2.2. Appears there is no section within the proposal form for Merchant Services-Credit Card and Debit Card acquiring/clearing and settlement/funding?</p> <p>Please further describe the payroll processing in this section. Is the College seeking a means to provide payroll processing via a third-party solution outside of what may be available through the established banking relationship (or the bank’s third party provider) that would typically offer this service? Please explain the scope/amounts and items and details around this service.</p>	<p>We are not seeking merchant services-credit cards and debit card acquiring/clearing/funding. Only payment fulfillment.</p> <p>We are looking for service provider to print and mail paper checks. We are also looking for alternate solutions to paper checks.</p>
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*****END OF QUESTIONS & ANSWERS*****

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ADDENDUM #1
Issued: November 30, 2020

ADDENDUM PURPOSE:

- Change question submittal deadline date from November 25th, to **December 4, 2020**
- Change RFP closing date from December 4, 2020, to **December 21, 2020**

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **December 21, 2020**. All addenda shall be sent to vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE, STUDENT AND VENDOR PAYMENT FULFILLMENT SERVICES
RFP NUMBER: E921-002
RFP CLOSING DATE AND TIME: December 4, 2020 @ 3:00 PM



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E921-002

RFP TITLE: Employee, Student and Vendor Payment Fulfillment Services

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **December 4, 2020**.

Prices must remain firm for **120 DAYS AFTER PROPOSAL CLOSING DATE AND TIME**

Proposal Bond Requirements: NONE

**Performance, Labor and
Material Bond Requirements: NONE**

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

Important: Your proposal will be jeopardized if any portion of this solicitation is not complete. Vendor Proposals **WILL NOT** be accepted after the deadline date and time stated above.

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

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Offeror's that have received this document from a source other than the Procurement Office should go to the Procurement Office website and provide their name and email address, so that any amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
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MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal (RFP) to provide Montgomery College with payment fulfillment services, via various payment types including but not limited to: ACH (automated clearing house), paper check, or virtual card for students, to compensate vendors and employees in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offeror’s” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as “Contractor”.

1.2 (New) Electronic Bid Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, in two separate attachments. The first attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See **Section 4 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by 3:00pm on **December 4, 2020** Eastern Standard Time (EST). **No proposal submissions will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is otherwise notified.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Patrick Johnson**, at patrick.johnson@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 **November 25, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via the issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

The College will issue addenda to all prospective Offeror’s known to have received the solicitation if it becomes necessary to do so. Only information provided in addenda, will be binding. Offerors bear sole responsibility for downloading all addenda associated with this solicitation, from the College Procurement website at <http://www.montgomerycollege.edu/procure/>. It is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

1.5 Proposal Validity

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.6 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, General Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive, any offer that objects to any of the terms, conditions, or specifications of this RFP.

1.7 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 6). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation of this award. The College reserves the right to request additional related services in support of its operations, and fees for said services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

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

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

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

1.11 Proposal Rejection

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

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

1.12 Required Submittal List - RFP Packet should be returned in its entirety:

- Technical Proposal, including all attachments and
 - Reference Form (Attachment A)
 - Contractor Information Form (Attachment B)
 - Subcontractor List, if applicable
 - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 6)

1.13 Failure to Submit

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

1.14 Estimated Contract Quantities

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

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

1.16 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the aforementioned, must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form, terms and conditions, and make modifications to contractor's contract as deemed necessary or appropriate. Such contract, if approved by the College, will also be incorporated as contract documents.

1.17 Contract Term

The initial term of this contract will be (1) **one** year from date of award. 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.

1.18 Contract Pricing

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

1.19 Contract Modification and Amendment

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

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

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1.20 Insurance Requirements

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

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

Workers Compensation Insurance covering the Contractor’s employees

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

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

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

Bodily Injury and Property Damage:

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

- Contractual Liability – Premises and Operations
- Independent Contractors

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

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

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

These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered, or materially changed without sixty (60)-calendar days’ notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

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

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1.21 Certificate of Liability Insurance

The Contractor shall furnish the College with a Certificate of Liability Insurance as evidence of the required coverage within ten (10) days of the 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. **e921-002**. If this is a multi-year contract, updated certificates must be provided to the College 10 days prior to the start of each contract renewal term.

1.22 Termination of Insurance

In the event that the Contractor's insurance is terminated or the carrier changes, the Contractor should notify the College and immediately obtain other coverage. Proof of coverage should be furnished to the College for any changes in insurance for any reason. Lack of insurance shall be grounds for immediate termination of the contract.

1.23 Contract Assignment

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

1.24 Contract Deadlines and Failure to Deliver

The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

1.25 Contract Billing

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

1.26 Public Record and Proprietary Information

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

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1.27 Confidentiality

The Contractor agrees to maintain in strict confidence Montgomery College’s confidential information as listed herein. The Contractor may use the College’s confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

1.28 Tobacco and E-Cigarette Policy

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

1.29 Data Protection

If use of proposed solution includes the cloud or off-site storage or processing of College data, the vendor will be required to submit its latest SOC 2 Type 2 report and complete a security assessment questionnaire designated by ITSG (assessment may be facilitated by a third party engaged by the College). The College reserves the right to disqualify any firm that fails to provide a satisfactory SOC 2 Type 2 report and/or satisfactorily complete the requested assessment questionnaire. If resultant contract is multi-year, the above information must be provided on an annual basis, and submitted to the Office of Procurement. The Montgomery College IT Security Group personnel will assist in the evaluation of the submitted assessment questionnaire and SOC 2 report.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 20,000 full time equivalent students through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

2.2 Scope of Services

The College is seeking a qualified firm to provide payment fulfillment services via payment types including but not limited to ACH (automated clearing house), paper check, or virtual card for students, vendors, and employees.

2.3 System Requirements

Offered fulfillment system must meet the following requirements, at a minimum:

- Must integrate with Banner, our financial institution of record (PNC Bank), and Workday enterprise resource planning software applications
- TouchNet integration is desired, but not required.

2.4 System Controls Requirements

Offeror shall submit with proposal, a detailed list of all system controls included in offered solution.

2.5 Service Requirements

The services that may be performed under this contract are described below. Montgomery College reserves the right, at its sole discretion, to include all or a portion of the payment methods in the scope of the contract:

- Vendor, student, and employee payments.
- Collaboration with College on initial and ongoing payee outreach and enrollment for vendors.
- Ability to handle various payment methods such as ACH (direct deposit), paper checks, digital checks and virtual or debit cards.
- Be responsible for the management, storage, and security of payee data including banking information, contact information, and changes thereof.
- A web-hosted centralized-type administration portal system where College payments can be viewed in a secure manner in real-time, 24/7/365, except for scheduled maintenance. Please describe your company's payment system architecture and list its general features and benefits. Also, describe the percentage of scheduled downtime anticipated on a monthly basis.
- The online administration portal tools must allow for College staff to search for any specific transaction which may have occurred during a time period, preferably twelve (12) months or longer. Please provide search criteria required.
- The administration tools must include a mechanism to reject a payment that is not deemed fully supported during staff review.
- Tools must have a hierarchical security mechanism for the College to assign user access for specific staff.
- Please describe what preventative measures are in place to reduce or eliminate duplicate payments.

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- Online Administration System must provide the means to create an ad-hoc report from a number of advanced criteria. Please describe this capability and report criteria available.
- Please describe your reporting tools and the options which the College has in retrieving or downloading reports, and which specific formats are available.
- Describe system's capability to allow the College to develop custom reporting, if desired. Please provide any costs associated with creating custom reporting solutions.
- Please provide a detailed description of reports, and the categories, in which, they are broken down in further detail. Please provide sample reports and an explanation of lag time in the reports, if applicable.
- Describe your help desk or support availability including dedicated relationship contact, hours of support, modality of support (phone, email, etc.).
- Activation/Implementation:
Be responsible for providing installation (if applicable), integration services, and managing all aspects of implementation services, including coordination of the involvement of both Contractor and Montgomery College staff. In addition, the Contractor shall provide a detailed plan for implementation within the timeline agreed to by both Montgomery College and the Contractor.
- Manage and maintain all aspects of vendors' record changes to allow integration with the Contractor's platform.
- Establish and maintain system interface with Montgomery College's enterprise accounting system, including establishing the specifications of the payment files.
- Customer Service and Account Management Teams:
Provide an account manager to manage Montgomery College's account. In addition, the Contractor shall include adequate functional and technical resources to manage the College's account. Montgomery College business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. EST., excluding College recognized holidays. Montgomery College staff shall be able to reach the Contractor's customer service representative and/or account manager during Contractor's business hours, and in case of emergency requests.
Response time to financial, transaction and technology issues shall be the same day (or within 24 hours) after receiving a request from Montgomery College and/or after an incident is reported.
- Provide training to Montgomery College staff and vendors to utilize the proposed electronic payment solutions. This may include in-person trainings, webinars, instruction booklet, etc.
- Monitor and review the performance of the Montgomery College account regularly and review the overall account performance on a quarterly basis with the College.
- Additional General Requirements:
Manage payment exceptions, errors and failures, and notify the College the same day that an exception, error or failure occurs.
- Compliance:
The Contractor and its subcontractors, if any, must comply with all of the standards listed below for handling, storage, processing, and/or transmission of Montgomery College data, and be able to demonstrate compliance to the College upon request.
The Electronic Payments Association (NACHA) operating rules.
Statement on Standards for Attestation Engagements (SSAE) No. 16 standard, including subcontracted services.

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- Service Organization Controls (SOC) reporting standard.
- National and State of Maryland breach laws.
- Data Security:
The Contractor shall provide information related to data security to College’s auditors and IT security staff upon request.
- The Contractor shall be able to accept files from Montgomery College’s accounting system.
- Server Capacity/Stability:
The Contractor shall ensure that the system is functioning properly at all times (e.g., no unexpected timeouts, etc.).
- Firewall:
The Contractor must have a secure firewall.
- Network Security:
The Contractor shall have an adequate network security in place that restricts access, and protects information provided by RCUH’s vendors to allow for processing of their payment.
- Physical Security:
The contract shall have an adequate building security in place that restricts access, and protects the information provided by College’s vendors to allow for processing of their payment.
- Provide secure methods and systems to receive and transfer data online through a secure login, secure site and/or secure portal, etc.
- Administrative Solution and Reporting -- The Contractor shall provide to Montgomery College, a web-based administrative tool that offers inquiry and reporting capabilities. The functionality shall be available to Montgomery College’s authorized representatives 24/7/365, except for scheduled maintenance periods.
- Quality Management and Control:
The Contractor’s proposed solution must include quality management and change control procedures.

2.6 Qualifications Requirements

- Must be in business for a minimum of eight (8) to ten (10) years and licensed to conduct business in the State of Maryland.
- Higher education experience preferred, but not required.

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SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.1 Evaluation

3.1.1 Evaluation Process

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

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

3.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria: **Highest possible score 150**

Statement of Qualifications	50
System Functionality, Support, and Demo	40
Past Performance/References	25
Price Proposal	35

3.1.3 Technical Proposal

Statement of Qualifications, System Functionality, Support, Demo, and Past Performance make up the technical proposal.

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SECTION 4 – PROPOSAL SUBMISSION

4.1 Proposal Organization

The proposal shall be organized using the following outline: responses to each requirement will be in order, and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 4.2 of the RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in the rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to as to allow College evaluators a comprehensive and clear understanding of the Offeror’s capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions; failure to do so will be at the Offeror's risk. Each Offeror must furnish all information, as required by the RFP.

4.2 Required Proposal Submittals

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

4.2.1 Technical Proposal

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

4.2.2 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications
- System Functionality, Support, (will also be addressed during product demonstration)
- Latest SOC Type 2 Report and Completed Assessment Questionnaire
- System Controls
- IT Risk Assessment Process
- Copy of Organization’s Security Assessment
- Completed Reference form (Attachment A)
- Conflict of Interest Statement
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Acknowledgement of Receipt of Addenda (if applicable)

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

4.2.3 Transmittal Letter

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

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4.2.4 Statement of Qualifications

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

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

4.2.5 System Functionality, Support, and Demo

Offer must provide comprehensive list of system capabilities, and associated system support. In addition, offeror must provide a 30- to 60-minute demonstration of its system. Offeror must address how it handles emergency check and ACH requests during on/off hours and speak to on/off service hours.

4.2.6 Data Protection

If use of proposed solution includes the cloud or off-site storage or processing of College data, the vendor will be required to submit its latest SOC 2 Type 2 report and complete a security assessment questionnaire designated by ITSG (the assessment may be facilitated by a third party engaged by the College). The College reserves the right to disqualify any firm that fails to provide a satisfactory SOC 2 Type 2 report and/or satisfactorily complete the requested assessment questionnaire. If resultant contract is multi-year, the above information must be provided on an annual basis, and submitted to the Office of Procurement. Montgomery College IT Security Group personnel will assist in the evaluation of the submitted assessment questionnaire and SOC 2 report.

4.2.7 System Controls

Offeror shall submit with proposal, a detailed list of all system controls included in offered solution.

4.2.8 IT Risk Assessment Process

Offeror shall provide a detailed description of their annual IT risk assessment process, to include a description of the most recent observations and risk mitigation plans for the upcoming year. Reasonable redaction is acceptable.

4.2.9 Copy of Organization's Security Assessment

Offeror shall provide with proposal, a copy of the organization's security agreement with clients that are similar in size and scope to Montgomery College, along with any additional supporting documents. Reasonable redaction is acceptable.

4.2.10 Past Performance (References)

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

The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

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4.2.11 Conflict of Interest Statement

Each Offeror must complete and submit the attached Conflict of Interest Statement and submit with proposal. Failure to return a completed statement may result in the disqualification of the offeror's proposal.

4.2.12 Subcontractors

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

4.2.13 Price Proposal

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

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

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4.3 (New) Electronic Proposal Submission Instructions

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

All Offerors' proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **December 4, 2020**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to RFP No. E921-002, Employee, Student, and Vendor Payment Fulfillment Services".

Email address: vendor.proposals@montgomerycollege.edu

- **Any proposal received electronically, after the specified deadline, will be automatically rejected.**

In addition to the electronic submission, all offerors must submit one original hard copy proposal. Hard copy proposal shall be delivered to the address listed below, and must be received prior to contract award date.

Montgomery College
Central Receiving Department
Attn: Office of Procurement
7602 Standish Place
Derwood, Maryland 20855

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

Note: Opening Hours: 9:30 a.m. – 2:30 p.m., **Monday through Friday**, Except for College Holidays.
Phone Number: 240-567-5282

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

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SECTION 5 – PRICE PROPOSAL

ONE-TIME FEES:

Vendor, student refund, employee reimbursement ACH Payment Processing Set-up	\$ _____
Vendor, student refund, employee reimbursement Check Payment Processing Set-up	\$ _____

OPTION ITEM:

Payroll Payment Processing Set-up Check only	\$ _____
Virtual Card Processing Set-up	\$ _____

RECURRING FEES:

Vendor, student refund, employee reimbursement ACH Payment Processing	\$ _____/YEAR
Vendor, student refund, employee reimbursement Check Payment Processing	\$ _____/YEAR

Option Item:

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

Montgomery College is tax exempt, certification provided upon request

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SECTION 5 – PRICE PROPOSAL -continued

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

Company Name Name

Title Authorized Signature and Date

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
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ATTACHMENT A - REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONFLICT OF INTEREST STATEMENT

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

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

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ATTACHMENT C – CONTRACTOR INFORMATION FORM

B.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.

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

B.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

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT D – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be non-substantial. 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 E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the 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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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850. **UPDATE: REFER TO SECTION 4.3 FOR SUBMISSION REQUIREMENTS.**

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

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

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

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

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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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 or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

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

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

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

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE, STUDENT AND VENDOR PAYMENT FULFILLMENT SERVICES
RFP NUMBER: E921-002
RFP CLOSING DATE AND TIME: December 4, 2020 @ 3:00 PM

ATTACHMENT F – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

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

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

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