

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT

REQUEST FOR BID TITLE: Online, Printing, and Delivery Services for College Stationery and Business Cards

BID NUMBER: 409-021

BID OPENING DATE: May 15, 2009, at 3:00 p.m.

ADDENDUM NO. 2

Issued May 7, 2009

ADDENDUM FOR THE PURPOSE OF:

1. To modify Section 2.3, Specifications, Business Card Specifications (Standard and Specialty):
Change the paper stock from 10 point Kromekote C1S to 100# Cougar Opaque Smooth White Cover.
Black Ink (no thermography).

All else remains unchanged.

Please **sign** below to acknowledge receipt of this Addendum and return with the bid response.

NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature

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ADDENDUM NO. 1

Issued May 4, 2009

ADDENDUM FOR THE PURPOSE OF:

1. To provide estimated annual volume based upon usage during the previous three and a half fiscal years:

Business Cards	600 boxes of 500 cards/box
Letterhead	450 reams of 500 sheets/ream
Letterhead, 2 nd Sheet	30 reams of 500 sheets/ream
Envelopes, #10 Regular	500 boxes of 500 envelopes/box
Envelopes, #10 Window	300 boxes of 500 envelopes/box
Envelopes, #9 BRE	15 boxes of 500 envelopes/box
Envelopes, Kraft and White 9½" x 12½"	20 boxes of 500 envelopes/box

All else remains unchanged.

Please **sign** below to acknowledge receipt of this Addendum and return with the bid response.

NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850

REQUEST FOR BID

409-021

Online, Printing, and Delivery Services for College Stationery and Business Cards

All bid responses **MUST BE RECEIVED** in the Procurement Office **BY 3:00 PM** local time on **May 15, 2009**.

Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: 120 Days after bid opening date, but prior to contract award.

Bid Bond Requirements: NONE

Performance, Labor and
Material Bond
requirements: NONE

Pre-bid / Pre-proposal
conference:

Minority vendors are encouraged to respond to this bid solicitation.

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

Dr. Janet Wormack, CPPO
Director of Procurement

A handwritten signature in blue ink, appearing to read 'Janet Wormack', written over a horizontal line.

NOTE: Prospective Bidders who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name, mailing address, and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

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SECTION 1 – BID INFORMATION

1.1 Intent

Montgomery College is seeking a qualified Contractor to provide online print-on-demand, printing, and delivery services for College stationery and business cards, on an as-needed basis for College operations, in accordance with the terms, conditions and specifications listed herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Bid Due Date

All responses to this Request for Bid are due in the Montgomery College Procurement Office, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by 3:00 p.m. on **May 15, 2009**, and must be clearly identified and marked as pertaining to this request (in a sealed envelope showing the Bidder's name, the Bid Number, and the Bid Due Date). No facsimile or email transmissions will be accepted. **No responses will be accepted after this date and time.** In the event that the College is closed on the bid opening date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 Contact Information

For purchasing or technical questions about this solicitation, please contact Sena Wiles, Purchasing Agent, at 240-567-5286 (telephone), 240-567-6397 (fax), or sena.wiles@montgomerycollege.edu (e-mail). The College will not be bound by oral explanations for specifications or language contained in this solicitation. All inquiries and questions must be submitted in writing and received by May 8, 2009.

1.4 Award

This is a two-step sealed bidding process: Step One is based upon evaluation of proposals to determine their acceptability based on their satisfying the Minimum Requirements set forth in Attachment A of this bid document. Step Two is based upon evaluation of the Price Proposals of those proposals determined to be acceptable. An award will be made in the best interest of the College to the most responsible, responsive Bidder with the lowest price who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier using the College Visa purchasing card and in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award.

1.5 Pricing

All pricing is FOB Destination. The prices offered on the Price Proposal must include all charges and costs, including pickup and delivery of all materials, such as page proofs, disks, artwork, etc. and shipment of the finished product, incurred in the delivery of this procurement. The College will not pay any fuel surcharges. No allowance will be made at a later date for additional charges due to the Bidder's omission.

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

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1.6 Contract Term

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be July 1, 2009 through June 30, 2010. At the sole option of the College, the contract may be renewed three (3) times on an annual basis, subject to funding availability and need, provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory, and it is in the best interest of the College. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College and pricing may be negotiated and the contract amended accordingly, including increasing or decreasing the estimated quantities identified herein to correspond to the actual needs of the College, redesigning its current stationery and business card templates, and adding new products. All quantities shown are **estimates only** of anticipated volume for a one-year period.

1.7 Estimated Quantities

The College's estimated annual requirements should not be construed as a guarantee of the actual quantities to be purchased.

1.8 Additional Orders and Purchases

The Contractor agrees that the College may place additional orders not to exceed the scope of this solicitation under the same terms and conditions for a period not to exceed six months from the date of contract award.

1.9 References

Bidders must submit three references from non-Montgomery College former or current customers for whom online ordering of printed products has been provided within the last five years. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, address, and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Bidder's services.

1.10 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 will be returned. Contractors doing business with the College for the first time must submit their IRS W-9 Form upon award of the contract. The College is state and federal tax exempt.

Each line item must describe the services and state their costs. In addition:

1.10.1 The College department or office's name and account number; the business card holder's name; the quantities; and the unit plus total pricing must be on all invoices.

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1.10.2 All invoices must be sent to Montgomery College, Accounts Payable Office, 900 Hungerford Drive, Suite 230, Rockville, MD 20850.

1.11 Ownership of Documents and Information

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

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

1.12 Bid Evaluation

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

- 1.12.1 Bidder is responsible – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:
 - 1.12.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
 - 1.12.1.2 Bidder is financially stable.
- 1.12.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.12.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
 - 1.12.2.2 Bidder has provided all documentation and samples requested in the Scope of Work and Specifications.

1.13 Bid Rejection

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

- 1.13.1 Meet the mandatory specifications and requirements.
- 1.13.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.13.3 Supply appropriate and favorable client references.
- 1.13.4 Complete the Price Proposal page.

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- 1.13.5 Sign the bid.
- 1.13.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.13.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.14 Subcontractors

No portion of the work shall be subcontracted without prior written consent of the College. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the company name, contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as the work 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. The College reserves the right to reject any proposed subcontractor.

1.15 Required Submittal List

- Price Proposal (Section 4)
- Minimum Requirements (Attachment A)
- References (Attachment B)
- Contractor Information Form (Attachment C)
- Two samples of stationery (letterhead and envelopes) and two samples of business cards produced for other customers within the last three years AND one copy of the screen print of sample business card, letterhead, and envelope orders from the Bidder's order screens
- Screen print of the Bidder's home page for the online ordering system; a printed page with a test/guest logon and password (at no charge to the College) valid for the period May 15-June 12, 2009 with detailed instructions on how to use the system and navigate to place dummy orders for business cards, letterhead, and stationery for testing and evaluation purposes.
- One sample of the paper stock to be used to print the College stationery and business cards
- Subcontractor List, if applicable

1.16 Contract Documents

The general conditions of this bid, the Contractor's bid proposal, and the signed purchase order form the contract. Bidders requiring that the College submit a credit application AND/OR accept and sign Bidder's contract **MUST** submit a copy of such documentation with their bid proposal. The Bidder's contract form will be examined and evaluated along with the Bidder's bid and, at the College's option, may be utilized as the contract or as part of the contract.

1.17 Failure to Submit

Failure to provide any of the items noted in Section 1.15 may deem a bid proposal non-responsive.

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1.18 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 30 calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

1.19 Tobacco Policy

Montgomery College is a tobacco-free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

1.20 Debarment

Submission of a signed proposal in response to this solicitation is certification that a Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any County, State, or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

1.21 Terms and Conditions

Bidders shall also refer to, understand, and agree to Attachment E, Terms and Conditions, of this bid document.

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SECTION 2 – SCOPE OF WORK AND SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's oldest community college. Campuses are located in Germantown, Rockville, and Takoma Park/Silver Spring and are complemented by smaller off-campus sites to serve students and College operations throughout Montgomery County. The College employs over 2,600 faculty and staff. The Office of Institutional Advancement oversees production of various publications and supports College units by fostering internal and external communications, including the print and Web creation and dissemination of various publications. The College uses standard typographic formats, paper, ink, and other visual elements to ensure a strong and consistent public image. Stationery and business card usage varies based on academic and administrative needs. Smaller offices may use only one ream of letterhead and envelopes during the fiscal year, and larger offices may order 40,000 envelopes two or three times a year for mass mailings.

2.2 Scope of Work

This Request for Bid is for a requirements contract, with firm pricing and delivery, for online, printing, and delivery services for College stationery and business cards, on an as-needed basis for College operations. The Bidder must possess an online ordering system which does not require the purchase of software by the College. All orders will be placed on an as-needed basis directly by College departments and offices and delivered to the College Central Receiving warehouse, 7602 Standish Place, Rockville, Maryland 20855. The College is seeking a fully automated ordering and delivery system which will include easy-to-use, convenient, and secure online ordering with e-mail confirmation of orders. The Contractor shall accept the College's Visa purchasing card as a form of online payment as well as provide virtual invoices charged to department account numbers with Net 30 payment terms. Additionally, higher quality, fast delivery, lower cost, instant proofing, enhanced customer service, and environmentally sound products and processes are desired.

The College will provide the content for all products, including text, artwork, and photos if applicable, but the Contractor must have the capability to make changes to publication (content) files as required.

Upon award of the contract, a preliminary meeting of the successful Bidder and College staff responsible for the project's success will be held on July 1, 2009, or shortly thereafter to coordinate an implementation plan for the College. This implementation plan must include transition of service from the current provider to the new provider and must be coordinated with the Procurement staff to ensure a smooth transition and to prevent disruption of service to the College community. The successful Bidder must have the Montgomery College branded website fully operational and free of system bugs and glitches by July 15, 2009 and complete initial training of College employees by July 31, 2009.

The successful Bidder must be able to:

- 1. Store Shells for, Print, and Deliver** the following one-color items:
 - a. Standard Letterhead with matching blank second sheet letterhead
 - b. #10 Regular/Standard Envelopes with return address
 - c. #10 Window Envelopes with return address
 - d. #9 Business Reply Envelopes, with imprinting

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- e. 9½" x 12½" brown Kraft and white Envelopes with return address
 - f. Business Cards 3.5" x 2" are to be boxed in increments of 500 and shrink-wrapped. Cards are to include the Montgomery College logo. Artwork shall be provided to the successful Bidder in both electronic and hard-copy format. All pricing shall include one proof per card and the price for typesetting, printing, and delivery. Poor quality cards shall be returned to the Contractor, which will reprint them at no additional charge to the College. The College will pay only for cards ordered, shipped, and received.
- 2. Create, provide, and maintain a Montgomery College branded website** for authorized College employees to place orders. The following functionality must be included in the site:
- a. User-friendly, online-store-style interface with images of items available for purchase and their prices and tracking system to allow requestors to check the status of their orders
 - b. Secure login for authorization and departmental identification
 - c. Items available to be imprinted with user customized information (e.g., business cards, envelopes, business reply envelopes, etc.; departments must be able to add their department name to envelopes)
 - d. Design/proof approval processes via e-mail or online to ensure accuracy
 - e. Authorization e-mails to allow account administrators to approve or deny before proceeding with orders
 - f. Payment via secured credit card system or by direct billing to departmental account numbers
 - g. Customer service availability for custom needs (double-sided business cards, foreign language business cards, additional telephone numbers, department and faculty website addresses, etc.)
 - h. Easy access to department records of previously approved and ordered items for quick recall and reorder
 - i. Mechanism for requestors to retrieve their user name/password
- 3. Provide onsite training for employees (minimum four sessions, one at each of the three campuses and one for Central Administration) at the introduction of the new system; provide a customized printed manual and online instructions; and provide a proven customer service process for assisting employees who are placing orders online.**
- 4. Imprint customized designs using templates developed with the College Office of Institutional Advancement, Creative Services unit. Initial imprints will be one color.**

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2.3 Specifications

Business Cards:

Online Ordering Process:

The online ordering process must:

1. Provide and require a unique user name and password to log onto the online system website and link user information to billing (Visa card and department account number) and delivery information and permit user to edit information.
2. Provide system security that allows multiple security and approval levels.
3. Allow College staff to input business card information directly into the card ordering system. Provide buttons designating “New Order,” “Reprint No Changes,” and “Revised Order.”
4. Show a proof of the printed business card with the requestor’s personal information and allow the proof to saved, printed, and transmitted to multiple viewers.
5. Print a graphic image (PDF) of the completed business card.
6. Print a confirmation of the order.
7. List the quantities and prices of the business cards.
8. Store the card owner’s information in the system to facilitate recall and future reorders.
9. Allow certain data fields to be designated as required input data fields.
10. Provide drop-down menus for hard-coded, static information from which the requestor may select to populate the business card fields (e.g., department and office names; campus street address, city, state, zip code; standard area code and exchange [240-567-], plus an “other” selection for a nonstandard area code and telephone number), and self-populate certain fields, such as the main College website address, www.montgomerycollege.edu.
11. Allow for customization of the ordering screen to fit the needs of the College (e.g., capability to select different types of telephone numbers, such as Fax, Cell, Blackberry, TTY; two or more titles/positions; faculty website addresses, etc.).
12. Accommodate text lengths up to 60 characters. Hard-code information about the maximum characters allowed per line for input.
13. Contain a comments section for special notes, issues, and requests, and provide a system to provide feedback and confirmation about comments section text.
14. Limit/restrict staff’s viewing access to their version of the card created or an approver’s viewing access to only those submitted to his/her queue for approval.
15. Be able to accommodate multiple and different versions of the business card for future growth.
16. Accept online payment for business card orders.
17. Accept the College purchasing card (Visa) and validated College accounts as forms of payment. The College reserves the right to audit the Contractor’s invoices to ensure adherence to contract terms, conditions, and pricing.
18. Have full usage reporting capabilities.
19. Be able to upload within ten business days templates for specialty or redesigned business cards and restrict access to specialty/executive cards.

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20. E-mail order confirmation notification to the Central Receiving e-mail box warehouse@montgomerycollege.edu to assist in tracking and delivery (referencing at a minimum order numbers, products and quantities, and recipient name and campus address).
21. No later than the second day of every month, electronically and automatically submit monthly invoices to (1) Purchasing Cardholders for all orders placed by the last day of the previous month for credit card reconciliation purposes and (2) department requestors billing to a department account number with an electronic copy to the Accounts Payable Office.

Printing:

1. The Bidder shall have established quality control processes. There must be no visual variation in color and design integrity from copy to copy and order to order. Contractor must maintain these quality control processes and perform to these standards throughout the term of the contract.
2. All delivered business cards must be free of defects and typographical errors. The College reserves the right to reject any business card if the quality of the card is deemed unacceptable.
3. The Contractor is not permitted to add new business card formats or to make any changes to existing business card formats without written authorization from the Procurement Office.
4. If the Contractor is responsible for errors or defects on business cards, the Contractor must correct as instructed, reprint, and redeliver the cards, at its own expense, within seven business days of receiving the online order, approval or proof.

Packaging:

1. Individual card orders must be packaged in a sealed box, 500 cards per box.
2. The packaged orders must identify the card owner's name and the requestor's name.
3. Orders must be packaged in a manner to prevent damage to the product during transit and delivery.

Delivery:

1. Business cards must be delivered to the College within three to five business days after the order has been placed and a proof approved. If the Contractor is unable to deliver or fails to deliver a business card order within the five-day time frame, the College reserves the right to purchase those cards from another printer and to charge the Contractor for the amount paid that exceeds the contract price.
2. All business cards must be delivered to Montgomery College Central Receiving, 7602 Standish Place, Rockville, MD 20855.
3. All pick-ups and deliveries are the sole responsibility of the Contractor.
4. All business card orders delivered to the College must be accompanied by a packing slip showing the cardholder's name and address, and the requestor's name.

Pricing:

1. The prices offered by the Bidder for printing business card must include all costs associated with ordering, producing, and delivering business cards. Additional costs above and beyond the prices stated on the Price Proposal page will not be accepted. Bidders must offer business card orders in quantities of 500.

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Reports:

1. Bidders must have the ability to design usage reports that meet the specific reporting needs and requirements of the College.
2. At a minimum, Bidders must be able to create and provide online reports that allow queries by date, order number, requestor's name, business card name, and account number.
3. Bidders must be able to provide administrator log-on authorization for the Procurement Office and for the Creative Services Office that will allow them to view and monitor order status, extract data, and create reports based on various variables, e.g., orders printed, orders outstanding, orders delivered, orders pending approval and by whom, etc.

Training:

1. The Contractor is required to provide training on the use of its online ordering system as requested by the College, and a training schedule will be developed with the Contractor.

Business Card Specifications (SEE SAMPLE IN ATTACHMENT G):

Standard Business Cards:

Stock: 10 point Kromkote CIS
Stock Color: White coated, one side
Prints: One side
Size: 3.5" x 2"
Ink Color: Black

Specialty Business Cards:

Stock: 10 point
Stock Color: White coated, one side
Prints: One side
Size: 3.5" x 2"
Ink Color: Black plus one color, if requested

Stationery:

Online Ordering Process:

The online ordering process must:

1. Provide and require a unique user name and password to log onto the online system website.
2. Provide system security that allows multiple security and approval levels.
3. Allow College staff to select and input stationery information directly into the ordering system. Provide buttons designating "New Order," "Reprint No Changes," and "Revised Order."
4. Show a proof of envelopes to be printed and allow printing a graphic image (PDF) of the completed business card.
5. Print a confirmation of the order.
6. List the quantities and prices of the letterhead and envelopes.

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7. Store the card owner's ordering information in the system to facilitate recall and future reorders.
8. Allow certain data fields to be designated as required input data fields.
9. Provide drop-down menus for hard-coded, static information from which the requestor may select to populate envelope fields (e.g., department and office names; campus street address, city, state, zip code).
10. Allow for customization of the ordering screen to fit the needs of the College as required. For example, specific departments and offices may be approved by the College to customize the College letterhead with their name and address, or customized envelopes may include ancillary endorsements, such as *Return Service Requested*.
11. Accommodate text lengths up to 60 characters. Hard-code information about the maximum characters allowed per line for input.
12. Contain a comments section for special notes, issues, and requests, and provide a system to provide feedback and confirmation about comments section text.
13. Limit/restrict staff's viewing access to their stationery or an approver's viewing access to only those submitted to his/her queue for approval.
14. Be able to accommodate multiple and different versions of stationery for redesign and future growth.
15. Accept online payment for stationery orders.
16. Accept the College purchasing card (Visa) and validated College accounts as forms of payment. The College reserves the right to audit the Contractor's invoices to ensure adherence to contract terms, conditions, and pricing.
17. Have full reporting capabilities, including product type, quantities, prices, sortable by department and campus, and account number.
18. Be able to upload within ten business days templates for specialty or redesigned stationery.
19. E-mail order confirmation notification to the Central Receiving e-mail box warehouse@montgomerycollege.edu to assist in tracking and delivery (referencing at a minimum order numbers, products and quantities, and recipient name and campus address).
20. No later than the second day of every month, electronically and automatically submit monthly invoices to (1) Purchasing Cardholders for all orders placed by the last day of the previous month for credit card reconciliation purposes and (2) department requestors billing to a department account number with an electronic copy to the Accounts Payable Office.

Printing:

1. The Bidder shall have established quality control processes. There must be no visual variation in color and design integrity from copy to copy and order to order. Contractor must maintain these quality control processes and perform to these standards throughout the term of the contract.
2. All delivered stationery must be free of defects and typographical errors. The College reserves the right to reject any letterhead or envelope if the quality is deemed unacceptable.
3. The Contractor is not permitted to add new stationery formats or to make any changes to existing stationery formats without written authorization from the Procurement Office.
4. If the Contractor is responsible for errors or defects on stationery, the Contractor must correct as instructed, reprint, and redeliver the stationery, at its own expense, within seven business days of receiving the online order, approval or proof.

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SECTION 2 – SCOPE OF WORK AND SPECIFICATIONS

Packaging:

1. Stationery orders must be packaged 500 sheets of letterhead and 500 envelopes per box.
2. The packaged orders must identify the requestor's name and campus address.
3. Orders must be packaged in a manner to prevent damage to the product during transit and delivery.

Delivery:

1. Letterhead must be delivered to the College within three to five business days, and envelopes must be delivered within five to seven business days, after the order has been placed and a proof approved, if required. If the Contractor is unable to deliver or fails to deliver stationery within the required time frame, the College reserves the right to purchase the stationery from another printer and to charge the Contractor for the amount paid that may exceed the contract price.
2. All stationery must be delivered to Montgomery College Central Receiving, 7602 Standish Place, Rockville, MD 20855.
3. All pick-ups and deliveries are the sole responsibility of the Contractor.
4. All stationery orders delivered to the College must be accompanied by a packing slip showing the order number and the requestor's name and campus address.

Pricing:

1. The prices offered by the Bidder for printing stationery must include all costs associated with ordering, producing, and delivering stationery. Additional costs above and beyond the prices stated on the Price Proposal page will not be accepted. Bidders must offer stationery orders in quantities of 500.

Reports:

1. Bidders must have the ability to design reports that meet the specific reporting needs and requirements of the College.
2. At a minimum, Bidders must be able to create and provide online reports that allow queries by date, order number, requestor's name, product type, and account number.
3. Bidders must be able to provide administrator log-on authorization for the Procurement Office and for the Creative Services Office that will allow them to view and monitor order status, extract data, and create reports based on various variables, e.g., orders printed, orders outstanding, orders delivered, orders pending approval and by whom, etc.

Training:

1. The Contractor is required to provide training on the use of its online ordering system as requested by the College, and a training schedule will be developed with the Contractor.

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Letterhead and Envelope Specifications (SEE SAMPLES IN ATTACHMENT G):

1. Letterhead – One Color
 1. Stock: 24 lb Writing, House Stock
 2. Color: Bright White
 3. Ink: Black
 4. Size 8 ½" x 11"
 5. Type Style: Palatino

2. Letterhead – Matching Second Sheet
 1. Stock: 24 lb Writing, House Stock
 2. Color: Bright White
 3. Size 8 ½" x 11"

3. Regular/Standard Envelopes with Return Address – One Color
 1. Stock: 24 lb White Wove
 2. Color: White
 3. Ink: Black
 4. Size #10 Standard
 5. Flap: Rounded and full-gummed
 6. Type Style: Palatino

5. Window Envelopes with Return Address – One Color
 1. Stock: 24 lb White Wove
 2. Color: White
 3. Ink: Black
 4. Size: #10 Standard window envelope
 5. Flap: Rounded and full-gummed
 6. Type Style: Palatino

6. Envelopes with Return Address
 1. Stock: 28# Brown Kraft Envelope
 2. Stock: 28# White Envelope
 3. Ink: Black
 4. Size: Standard 9 ½" x 12 ½"
 5. Flap: Open on 9 ½" end; with clasp and full-gummed
 6. Type Style: Palatino

7. Business Reply Envelope with Indicia, Imprinted as requested by department
 1. Stock: 24 lb White Wove
 2. Color: White
 3. Ink: Black
 4. Size #9 Standard
 5. Flap: Rounded and full-gummed
 6. Type Style: Palatino

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2.4 Inspection of Operations

The College reserves the right to inspect Bidder's printing facility prior to the award of the contract. In addition, the College reserves the right to conduct any test or inspection it may deem advisable to ensure that all products conform to the specifications contained herein.

2.5 Press Location

The College prefers that Bidder's press location be located within the Baltimore-Washington Metropolitan Area. The College reserves the right to request press checks, which shall be conducted during College business hours (8:30 a.m. to 5:00 p.m.), with a 48-hour notice.

2.6 Technology and Production Requirements

The Contractor must:

- 2.6.1 Have the capability of accepting the latest industry standard version of Quark Xpress, InDesign, PhotoShop, Illustrator, and Adobe Acrobat documents created on both IBM and MAC platforms for high resolution PostScript output, minimum 1200 DPI, maximum page size 22" x 17".
- 2.6.2 Be able to import and export Microsoft Word and ASCII files for use in Quark Xpress and InDesign.
- 2.6.3 Own or have access to Adobe Type Font Library.
- 2.6.4 Be able to perform online corrections from its facility.
- 2.6.5 Have an FTP site.
- 2.6.6 Return the original disk, if applicable, updated with final corrections, to the College after printing.
- 2.6.7 Provide all equipment, materials, and services necessary for printing, packaging, and shipping the products requested in this solicitation.
- 2.6.8 Provide service for all pickups and deliveries of files, proofs, and printed materials. The Contractor is responsible for picking up artwork from the Office of Institutional Advancement, 40 West Gude Drive, Suite 230, Rockville, MD 20850. All charges for pickup and delivery services must be included in the pricing on the Price Proposal. The College will not pay separate pickup and delivery service charges.

2.7 Customer Service Requirements

The Contractor must respond to all telephone calls and e-mails within 24 business hours and must resolve all problems within five business days of being notified of problems. Adherence to all deadlines is expected and required. The Contractor will be responsible for all costs incurred due to missed deadlines and unnecessary delays.

The Contractor shall provide a designated and service-oriented account manager and backup to the account manager to the College, who shall:

- 1. Provide the College with appropriate contact information, including e-mail address, office and fax telephone numbers.
- 2. Be thoroughly familiar with the College's printing services and products.
- 3. Be able to provide ongoing training on the College's online ordering system.
- 4. Be able to assist the College with ongoing and future printing requirements.

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SECTION 3 – MINIMUM REQUIREMENTS

3.1 Minimum Requirements

Bidders must meet the minimum requirements listed in Attachment A and must complete and return Attachment A to demonstrate their compliance. Failure to return Attachment A with the bid response will cause the response to be deemed non-responsive. The College reserves the right to waive any minimum requirement in its best interest.

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SECTION 4 – PRICE PROPOSAL

ITEM	DESCRIPTION	QUANTITY	TOTAL PRICE
BASE PRICING			
1	Business Cards	Box of 500 cards	_____/box
2	Standard Letterhead	Ream of 500 sheets	_____/ream
3	Standard 2 nd Sheet Letterhead (blank)	Ream of 500 sheets	_____/ream
4	#10 Regular/Standard Envelope with return address	Box of 500	_____/box
5	#10 Window Envelope with return address	Box of 500	_____/box
6	Envelope, Kraft Brown, 9½" x 12½" with return address	Box of 500	_____/box
7	Envelope, White, 9½" x 12½" with return address	Box of 500	_____/box
8	#9 Business Reply Envelope	Box of 500	_____/box
GRAND TOTAL			_____

OPTIONAL PRICING: Please provide and attach quantity price breaks for all items listed above.

An aggregate award will be made in the best interest of the College to the most responsible, responsive Bidder with the lowest price who can meet the terms, conditions, and specifications of this solicitation.

Note to Bidder: Submitted price must be inclusive of all costs associated with all requirements listed herein.

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

Company Name	Name
Title	Authorized Signature and Date

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ATTACHMENT A – MINIMUM REQUIREMENTS, PAGE 1 OF 2

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

	MINIMUM REQUIREMENTS	BIDDER COMPLIES	BIDDER DOES NOT COMPLY
	(A)	(B)	(C)
1	Bidder has the personnel, facilities, equipment, technology, software, materials, and processes required to perform the requirements specified in this bid. The Bidder can perform all work itself unless the College specifically approves subcontracting in advance in accordance with Section 1.14.		
2	Bidder has a minimum of ten (10) years of printing business experience. The printing business experience must include 4-color process printing.		
3	Bidder has a minimum of five (5) years of experience printing and delivering stationery and business cards.		
4	Bidder has had operational for a minimum of three years an online ordering system on a secured server that offers web-based online ordering 24 hours a day, 7 days a week.		
5	Bidder can provide the necessary print quality and quality assurance; customer service protocols and system adaptability for special requests and new designs; and technology including online proofing and approval processes, ability to provide visual customized catalog of College products, other customizable options, database capabilities allowing information storage and retrieval, order tracking, system security, billing options, and multilevel usage reports.		
6	Bidder has attached two samples each of letterhead, envelope, and business cards printed for another customer and labeled with the Bidder's name, plus one copy of screen print of sample online stationery and business card orders.		
7	Bidder has attached a sample of each paper stock to be used to print the College letterhead, envelope, and business card and labeled with the Bidder's name.		
8	Bidder has attached a screen print of the Web home page for the online ordering system clearly showing the system's URL and the date printed as well as a test/guest logon and password (at no charge to the College) valid for the period 5/15-6/12/09 with detailed instructions for placing dummy orders for stationery and business cards for testing/evaluation purposes.		
9	Bidder can accept and securely process the purchasing card (Visa) as a payment method.		
10	Bidder can accept and process orders on an account basis with Net 30 payment terms.		
11	Bidder can develop, in conjunction with the College, and provide online and printed quarterly or other periodic reports as requested.		
12	Bidder has provided three non-Montgomery College references for which services for online ordering of printed products have been provided within the last five years.		
13	Bidder warrants that its and the College's use of products, processes, techniques, and methodologies recommended or developed by Bidder shall not infringe upon the copyright, patent, or other proprietary rights of others.		

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ATTACHMENT A – MINIMUM REQUIREMENTS, PAGE 2 OF 2

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

Company Name

Signature

Title

Printed Name

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ATTACHMENT B – REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT 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 bid. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 Please provide the following information:

Company Name		Years in Printing Business	
		Years Printing Stationery and Business Cards	
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 BID RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large 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 Community College
Office of Procurement
900 Hungerford Drive, Room 110
Rockville, Maryland 20850

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ATTACHMENT E – TERMS AND CONDITIONS

ACCEPTANCE PERIOD

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

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

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

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

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

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

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

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

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

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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, 900 Hungerford Drive, Suite 110, 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, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

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

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

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

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

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

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

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his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

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

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

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

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

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

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

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

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

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a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.”

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

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

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

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

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

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

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

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.

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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.

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:

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

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

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

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ATTACHMENT F – METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS CHIEF PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u> <u>NO</u> <u>JURISDICTION</u>	<u>YES</u> <u>NO</u> <u>JURISDICTION</u>
___ ___ Alexandria, Virginia	___ ___ Alexandria Public Schools
___ ___ Alexandria Sanitation Authority	___ ___ Arlington County, Virginia
___ ___ Arlington County Public Schools	___ ___ Bladensburg, Maryland
___ ___ Bowie, Maryland	___ ___ Charles County Public Schools
___ ___ College Park, Maryland	___ ___ Culpeper County, Virginia
___ ___ District of Columbia	___ ___ District of Columbia Courts
___ ___ District of Columbia Public Schools	___ ___ District of Columbia Water & Sewer Auth.
___ ___ Fairfax, Virginia	___ ___ Fairfax County, Virginia
___ ___ Fairfax County Water Authority	___ ___ Falls Church, Virginia
___ ___ Fauquier County Schools & Government, Virginia	___ ___ Frederick, Maryland
___ ___ Frederick County, Maryland	___ ___ Gaithersburg, Maryland
___ ___ Greenbelt, Maryland	___ ___ Herndon, Virginia
___ ___ Leesburg, Virginia	___ ___ Loudoun County, Virginia
___ ___ Loudoun County Public Schools	___ ___ Loudoun County Sanitation Authority
___ ___ Manassas, Virginia	___ ___ City of Manassas Public Schools
___ ___ Manassas Park, Virginia	___ ___ Maryland-National Capital Park & Planning Comm.
___ ___ Maryland Department of Transportation	___ ___ Metropolitan Washington Airports Authority
___ ___ Metropolitan Washington Council of Governments	___ ___ Montgomery College
___ ___ Montgomery County, Maryland	___ ___ Montgomery County Public Schools
___ ___ Northern Virginia Community College	___ ___ OmniRide
___ ___ Potomac & Rappahannock Trans. Commission	___ ___ Prince George's County, Maryland
___ ___ Prince George's Public Schools	___ ___ Prince William County, Virginia
___ ___ Prince William County Public Schools	___ ___ Prince William County Service Authority
___ ___ Rockville, Maryland	___ ___ Spotsylvania County Schools
___ ___ Stafford County, Virginia	___ ___ Takoma Park, Maryland
___ ___ Upper Occoquan Service Authority	___ ___ Vienna, Virginia
___ ___ Virginia Railway Express	___ ___ Washington Metropolitan Area Transit Authority
___ ___ Washington Suburban Sanitary Commission	___ ___ Winchester, Virginia
___ ___ Winchester Public Schools	

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ATTACHMENT G – SAMPLES OF CURRENT MC BUSINESS CARD, LETTERHEAD, AND ENVELOPES

Business Card

Standard Letterhead

#10 Regular/Standard Envelope

#10 Window Envelope

#9 Business Reply Envelope

Sena Wiles, CPPB

Purchasing Agent

Office of Procurement



Montgomery College

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Rockville, Maryland 20850

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Workforce Development & Continuing Education

Germantown Campus ■ 20200 Observation Drive ■ Germantown, MD 20876



Office of Student Financial Aid ■ 20200 Observation Drive ■ Germantown, MD 20876



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