

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT  
RFP TITLE: Declining Balance/Debit Campus Card Services  
RFP NUMBER: 512-024  
RFP OPENING DATE & TIME: February 22, 2012 @ 3:00PM

**MONTGOMERY COLLEGE PROCUREMENT OFFICE**

Dated: February 8, 2012

**ADDENDUM #1**

**ADDENDUM FOR THE PURPOSE OF:**

1. Change Proposal Due Date to: **February 22, 2012 @ 3:00pm**
2. Sales data by payment type is included in addendum #1 as attachment A.
3. Questions and answers are included in addendum #1 as attachment B.
4. Delete the following statement from item 5.4 (Rebate/Revenue Proposal):  
**“Part I, requests bidders to submit the proposal price per copy to the students”**

\*\*\*\*\*ALL ELSE REMAINS UNCHANGED\*\*\*\*\*

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PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID RESPONSE.

**NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.**

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

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed Signature**

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**ATTACHMENT A: SALES DATA BY PAYMENT TYPE**

**FY-11 Cafeteria Sales by Campus:**

	<u>Cash Sales</u>	<u>Non Cash</u>	
Rockville:	\$538,019	\$596,396	
Takoma Park/Silver Spring:	\$257,916	\$247,613	
Germantown:	<u>\$ 80,351</u>	<u>\$ 65,742</u>	
<b>Grand Total</b>	<b>\$876,286</b>	<b>\$909,751</b>	<b>\$1,786,037</b>

**FY-11 Snack Vending Sales by Campus:**

	Cash	Non Cash	Total
Germantown	\$49,493.36	\$4,649.25	\$54,142.61
Takoma Park/Silver Spring	\$66,728.69	\$5,407.25	\$72,135.94
Rockville	\$163,087.73	\$13,064.05	\$176,151.78
College-wide Totals	\$279,309.78	\$23,120.55	\$302,430.33

**FY-11 Beverage Vending Sales by Campus (Pepsi)**

	Cash	Non Cash	Total
Rockville	\$28,353.00	\$83,376.00	\$111,729.00
Germantown	\$7,427.00	\$34,344.00	\$41,771.00
Takoma Park/Silver Spring	\$4,941.00	\$20,628.00	\$25,569.00
College wide	\$40,721.00	\$138,348.00	\$179,069.00

**FY-11 MC Retail Operations (Books & More, MC Munchies, etc.)**

	<b>Takoma</b>				
	<b>Rockville</b>	<b>Silver Spring</b>	<b>Germantown</b>	<b>Cafritz</b>	
CHECKS	\$262,880.00	\$43,493.00	\$80,549.00	\$5,081.00	\$392,003.00
SFA	\$1,246,790.00	\$551,738.00	\$421,927.00	\$17,169.00	\$2,237,624.00
AGENCY	\$157,014.00	\$49,489.00	\$12,207.00	\$1,808.00	\$220,518.00
VISA	\$2,532,135.00	\$691,663.00	\$638,137.00	\$74,590.00	\$3,936,525.00
MC	\$942,378.00	\$216,597.00	\$232,513.00	\$25,230.00	\$1,416,718.00
DISCOVER	\$123,414.00	\$17,953.00	\$38,587.00	\$1,023.00	\$180,977.00
AMX	\$262,732.00	\$43,898.00	\$65,208.00	\$4,616.00	\$376,454.00
CASH	\$944,110.00	\$359,861.00	\$246,984.00	\$90,626.00	\$1,641,581.00
<b>GRAND TOTALS</b>	<b>\$6,471,453.00</b>	<b>\$1,974,692.00</b>	<b>\$1,736,112.00</b>	<b>\$220,143.00</b>	<b>\$10,402,400.00</b>

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**ATTACHMENT B: QUESTIONS & ANSWERS**

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1. Will the College extend the proposal closing date by one week?

Proposal closing date will be extended to February 22, 2012

2. What applications are included in phase 1 of implementation?

Phase I includes the Declining Balance/Debit Card program only.

3. Can you describe the size and space availability at the designated College sites and locations, and the current and planned IT infrastructures?

The answer to this questions depends on the equipment (type and size) included in the proposal.

4. Will Student Financial Aid reimbursement, dining, discretionary, and specialty accounts be implemented in phase I of program?

Financial Aid reimbursement, meals plans, and discretionary modules will be included in future phases.

5. What is meant by “Maintenance of hardware/software service maintenance of the system”

Turn-key solution desired. Equipment owned by vendor, maintained by vendor.

6. What is meant by “Maintenance of all POS systems”?

Point of Sale systems for three cafeterias included in RFP. Equipment serviced by vendor in the event of system issues/breakdown, and routine maintenance as appropriate.

7. What is meant by “Vendor assumes responsibility for cost of implementation”?

All costs associated with the implementation of the campus card program will be borne by the contractor.

8. Who is the College’s current printing vendor and what system is being used today to manage print accounts for the above members?

WEPA (Wireless Everywhere, Print Anywhere) is the College’s current pay-for-print vendor. Print accounts established by and with WEPA for students and managed by WEPA.

9. What systems are used today for printing, bookstore and vending and how is the new card system expected to interface with them?

Yes, new card system is expected to interface with printing (WEPA). There are no systems currently in use. Credit card readers are on some of the vending machines, but not all. Credit cards accepted in bookstores and at all print kiosks. Bookstore and other self-managed retail operations do have a POS system (MBI).

10. Can you give an example of the following accounts: Dining, Discretionary, and Specialty

None currently in place, to be included in the future (i.e. meal plans, SFA, customer loyalty, etc.)

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**ATTACHMENT B: QUESTIONS & ANSWERS-continued**

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11. Can you give an example of what off campus processing is?

Students should have the ability to use their declining balance/debit card at retailers off compass.

12. Can you tell us what version and release level your Banner system is?

Banner 8.x currently

13. What is meant by “Solution must be a Touchnet Ready Partner”?

TouchNet Information Systems E-commerce applications are the official College standard for E-commerce solutions. Any exception to this standard must be approved by OBS. TouchNet reduces the potential problems associated with PCI compliance and data security with their TouchNet Ready Partner Program.

14. What is meant by self service card station? Automated Teller Machines (ATM).

15. What are the expectations for “24/7 Staffing and monitoring”

Students should have access to customer support for assistance with their account at any time of day.

16. Can you give a few example of what merchants you expect to interface with?

WEPA (print management contractor) and the rest TBD

17. Can you list the specific features from Section 3.3 that you expect to have implemented by August 27? Can you list what features are and are not included in Phase 1?

- o PCI compliant, secure stored value, reloadable declining balance/debit campus card with debit card capabilities;
- o Multi functionality – printing, bookstore, cafeterias, vending, etc.
- o Real time authorization and balance updates
- o Seamless off campus processing
- o Create guest/parent user accounts
- o Banner interface/integration
- o Solution must be a TouchNet Ready Partner
- o Suspend/Re-activate lost or stolen cards
- o 24/7 service and support accessible via website, and live customer support accessible via telephone during normal business hours
- o Self Service Card Stations
- o Website compliant with Section 508 for ADA accessibility
- o Vendor facilitated capability for students to make cash deposits at each campus;
- o ACH settlement

17. What is meant by Price Proposal? Is the college expecting pricing estimates for anything other than what is included in Section 6?

The word “Price Proposal” should be omitted from document. The College is not looking for a price proposal, but rather a rebate/revenue proposal.

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**ATTACHMENT B: QUESTIONS & ANSWERS-continued**

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18. Is the College looking to replace the existing merchant processing provider at other locations within the College system, in addition to the cafeteria locations included in the RFP?

No.

19. If credit/debit cards are currently being accepted at the cafeteria locations indicated in the RFP, what are the number of credit/debit card transactions and total dollars currently processed at these locations?

Per Food Services Management Company, transactions currently split 50/50 between card and cash (See Attachment A).

20. If credit/debit card are not currently accepted, what is the total collections and number of transactions processed at these locations for other forms of payment (ie: total amount of cash/checks accepted and number of transactions)?

Cash and credit/debit cards are accepted. (See Attachment A).

21. What is the approximate student enrollment at each of the three main campuses?

For FY-11, there were a total of 59,314 credit and non-credit students. Numbers are slightly up for FY-12. It's common for students to take classes on multiple campuses.



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

**REQUEST FOR PROPOSAL**

**512-024**

**Declining Balance/Debit Campus Card Services**

All bid responses **MUST BE RECEIVED** in the Procurement Office BY 3:00 PM local time on **February 15, 2012.**

Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: **120 Days**

Bid Bond Requirements: **NA**

Performance, Labor and  
Material Bond  
requirements: **NA**

Pre-bid / Pre-proposal  
conference: **Yes (see item 1.2)**

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.

Patrick Johnson, CPPB  
Acting Vice President of Procurement

A handwritten signature in black ink, appearing to read 'Patrick Johnson', with a large, stylized flourish above it.

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

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**SECTION 1 – BID INFORMATION**

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**1.1 Intent**

It is the intent of this Request for Proposal to purchase a vendor managed declining balance/debit campus card program in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

**1.2 Pre-Proposal Conference**

A pre-proposal meeting will be held on at Montgomery College 40 West Gude Drive, Rockville, Maryland, Suite 200, Room 202 on February 6, 2012 at 10:00am. The purpose of this meeting will be to discuss the RFP and to answer any questions from vendors. Attendance is not mandatory; however, companies are highly encouraged to attend. Deadline for submitting questions prior to pre-proposal conference is February 1, 2012. Questions should be emailed to contact person listed in line item 1.4.

**1.3 Proposal Due Date**

All responses to this Request for Proposal are due in the Montgomery College Procurement Office, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by February 15, 2012, and must be clearly identified and marked as pertaining to this request. 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.

**1.4 Contact Information**

For purchasing or technical questions about this solicitation, please contact **Patrick Johnson at 240 567-5288** or [patrick.johnson@montgomerycollege.edu](mailto:patrick.johnson@montgomerycollege.edu)

**1.5 Award**

Awards will be made in the best interest of the College to the highest ranked responsible, responsive bidder 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 College.

**1.6 Contract Term**

The initial term of contract will be for three (3) years from the date of award. At the sole discretion of Montgomery College, the contract may be renewed for one two-year option, providing service has been satisfactory, funds are available, and the vendor has been in compliance with contract requirements.



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**SECTION 1 – BID INFORMATION CONTINUED**

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**1.7 Bid Evaluation**

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

- 1.7.1 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:
  - 1.7.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
  - 1.7.1.2 Bidder is financially stable.
- 1.7.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
  - 1.7.2.1 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.
  - 1.7.2.2 Bidder has provided all documentation and samples requested in the Specifications/Scope of Work.

**1.8 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: Bidder fails to;

- 1.8.1 Meet the mandatory specifications and requirements.
- 1.8.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.8.3 Supply appropriate and favorable client references.
- 1.8.4 Complete the Price Proposal page.
- 1.8.5 Sign the bid.
- 1.8.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.8.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

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**SECTION 1 – BID INFORMATION CONTINUED**

**1.9 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.

The vendor 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 vendor's employees as required by Maryland State law.

Commercial General Liability Insurance, excluding automobiles Owned or hired by the vendor, with limits as follows:  
Bodily Injury and Property Damage:  
\$1,000,000 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 a combined single limit of \$1,000,000.

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

These coverage's and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the vendor. 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 vendor shall furnish the College with a certificate of insurance as evidence of the required coverage. The vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the vendor 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 vendor shall provide the College with evidence of such insurance.

In the event that the vendor's insurance is terminated, the vendor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of the agreement.

**1.10 Tobacco Policy**

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

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**SECTION 2 – BACKGROUND AND OBJECTIVES**

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**2.1 Background**

Montgomery College (herein referred to as the College), Maryland's oldest community college, is a multi-campus institution serving more than 24,000 credit students and 28,000 Continuing Education students. Since opening its doors in 1946, Montgomery College has evolved into one of the Nation's most culturally diverse institutions offering an array of successful educational programs, services, and outreach activities that benefit the County, State, and region. The College does not have residence halls or on campus housing. Neither does the College offer meal plans at this time.

Montgomery College takes great pride in the service it provides to both its students and the community at large. For several years, the College has considered implementing a "One-card" campus solution that could be used for a variety of purposes on and off campus. At this time, the College is seeking to implement Phase I of its campus card program.

The campus card guidelines were established and include the following:

- 2.1.1 Payment for services – including Printing, Food Services, Vending, Bookstore, Copy services, etc.
- 2.1.2 Technology to track or manage on campus transactions.
- 2.1.3 The College-issued ID card (Capital Card Systems) is used strictly for identification purposes.
- 2.1.4 The College does not have a campus card program.

**2.2 Objectives**

2.2.1 Montgomery College is seeking a vendor managed declining balance/debit campus card solution. The solution must include the capability to accommodate a wide range of on-line College wide debit card applications. A summary of the basic card needs are as follows:

- (1) PCI compliant, secure stored value, reloadable declining balance/debit campus card with debit card capabilities;
- (2) Payment for services – including printing, bookstore(s), dining, snack shops, vending services, etc.;
- (3) Disbursement of Student Financial Aid, student refunds, book buyback refunds, etc;
- (4) Ability to interface with current College programs (i.e. Banner) – SIS system approved interfaces are most desired;
- (5) 24/7 web based access to information and transactions with the capability to make deposits to the card on line;
- (6) Vendor facilitated capability for students to make cash deposits at each campus;
- (7) Assigned account with the capability to add meal plans; and,
- (8) Capability to add banking services to the card.

**SECTION 2 – BACKGROUND AND OBJECTIVES-CONTINUED**

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2.2.2 Montgomery College is requesting proposals from qualified Vendors (contractors, firms, partnerships, corporations) to provide a vendor managed campus card solution including software and hardware, maintenance and supplies; integrated, PCI compliant, secured financial services and 24 hours/7 days a week support. The Vendor must be a company normally engaged in providing vendor managed declining balance/debit campus card management services

**SECTION 3 – REQUIREMENTS AND SCOPE OF WORK**

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
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**3.1 VENDOR QUALIFICATIONS REQUIREMENTS**

Vendors who wish to respond to this RFP must meet, at a minimum but not limited to, the following requirements and must submit proof with their proposal.

3.1.1 Vendor must have experience providing the services specified in the RFP, in volume/usage environments similar in size and scope to Montgomery College.

3.1.2 Management Team must have at least 10 years in the declining balance/debit card/campus card industry.

3.1.3 All equipment required in the performance of the contract will be owned and maintained by the awarded Vendor. Vendor-provided equipment specifications must be compatible with size and space availability at the designated College sites and locations, and the current and future IT infrastructures; and be scalable across the campuses.

**3.2 SCOPE OF WORK**

The Contractor will provide a Contractor-operated and managed declining balance debit - campus card that is **FDIC insured, PCI, VPAT and DOE Title IV compliant (visit links below for reference)**. The delivery and installation of equipment, implementation, maintenance and support services and overall management of the campus card program shall be in accordance with the bid specifications.

FDIC: <http://www.fdic.gov/>

PCI: <https://www.pcisecuritystandards.org/>

VPAT: <http://www.itic.org/clientuploads/resources/ITI-VPAT-v1.3.doc>.

<http://www.section508.gov/>

DOE: <http://www2.ed.gov/policy/elsec/leg/esea02/pg51.html>

3.2.1 The Contractor's system will support a declining balance/debit, credit balance and hybrid plans. The campus card will be used for purchases and/or services at all Montgomery College retail operations, and off-campus merchants.

3.2.2 The Contractor will be responsible for card issuance, delivery, ID verification, activation and replacement.

3.2.3 The Contractor will be responsible real-time authorization, balance updates and ACH settlement.

3.2.4 The Contractor will provide for toll-free customer service 24 hours a day, 365 days a year.

3.2.5 The Contractor will create and maintain a secure on-line account center/website that is compliant with Section 508 per Federal ADA guidelines. Montgomery College students shall be able to access their accounts 24 hours/day-7 days/week.

**SECTION 3 – REQUIREMENTS AND SCOPE OF WORK-CONTINUED**

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3.2.6 The Contractor will install, at its own expense, point of service (POS) hardware and software systems in the cafeteria on each campus and supporting peripheral equipment as appropriate. The Contractor will provide training and support on POS equipment to designated College/agent staff.

3.2.7 The Contractor's system will also offer modules to support Student Financial Aid reimbursement, dining, discretionary, and specialty accounts to be launched during future phases of the campus card program. The time-line on future phases will be at the sole discretion of the College.

**3.3 DECLINING BALANCE/DEBIT CAMPUS CARD SOLUTION AND SYSTEM REQUIREMENTS**

3.3.1 *Service Standard.* A performance service standard shall be established between the Vendor and Montgomery College. The purpose of the service standard is to ensure that adequate and timely services are delivered to the College and customers. The Vendor will be required to provide periodic reporting data to certify that they meet the minimum requirements outlined in this RFP. This information will be made available to the Vice President of Auxiliary Services or his/her designee.

3.3.2 *Service Guarantee.* The Vendor will be required to provide an uptime guarantee of 99.95% for services provided on a 24-hour, 7 days a week schedule when the College is open. If uptime on equipment external to the College doesn't meet 99.95% for more than a 30 minute interval and is not due to internal College equipment or infrastructure issues, Vendor will perform problem analysis review and provide results to the College within 24 hours.

3.3.3 *Declining Balance/Debit Campus Card Solution Minimum Standards.* Any proposed solution must incorporate the following key elements:

- **Equipment and Services**
  - POS hardware and software for three (3) cafeterias, 1 system per campus
  - Maintenance of hardware/softwareService maintenance of the system
  - Vendor will supply certificate of PCI compliance annually or as requested by the College
  - Supply hardware/software materials/equipment for customer swipe cards.
- **Installation of POS systems**
  - Provide detailed installation information, requirements and schedule
  - Installation schedule will be agreed to by the College and the Vendor

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**SECTION 3 – REQUIREMENTS AND SCOPE OF WORK CONTINUED**

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- **Total campus card management , maintenance and control**
  - Maintenance of all three (3) POS systems to be located at each campus cafeteria
  - 24/7 service and support accessible via website, and live customer support accessible via telephone during normal business hours
  - Facilitate onsite support services to be coordinated through the College (i.e., cash deposits to customer accounts)
  - Vendor assumes responsibility for cost of implementation
  - Development and maintenance of a support Website to include guidelines for card use, FAQs, instructions and electronic forms for reporting problems, process/procedures for refund requests, and financial literacy education
  - Website must be compliant with Section 508 for ADA accessibility
  - The website URL will be communicated to Auxiliary Services personnel
  - The vendor will provide change management, communicating all changes and their impact to the user to the designated Auxiliary Services personnel
  - Vendor will provide a solution that electronically creates and manages print accounts for members of the College community and other customers through interfacing with College's printing vendor.
  
- **Campus card features**
  - Multi functionality – printing, bookstore, vending, etc.
  - Dining, discretionary, and specialty accounts
  - Meal plans and equivalency
  - Reloadable card
  - Real time authorization and balance updates
  - Seamless off campus processing
  - Create guest/parent user accounts
  - Banner interface/integration
  - Solution must be a TouchNet Ready Partner
  - Self service card stations
  - Suspend/Re-activate lost or stolen cards
  - Secure 24/7 online account center
  - 24/7 Staffing and monitoring
  - ACH settlement
  
- **Integrated financial services**
  - Cost-benefit analysis reporting
  - Secured-verify card processing transactions-PCI Compliant
  - Student/Faculty/Staff merchant accounts interface
  
- **Student Data Privacy**
  - Student data provided to Vendor by the **College** will be protected commensurate with security expected of hosted PCI card data.

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**SECTION 3 – REQUIREMENTS AND SCOPE OF WORK CONTINUED**

- **Reporting**
  - The system must include a report generator that runs a complete set of vendor provided standard reports, as well as the capability to create custom reports;
  - The report generator must allow designated College users to create any desired reports from their system workstations;
  - The system must include a complete standard report set including:
    - Transaction reports;
    - Plan/Balance reports, etc.
  - Revenue sharing
  - Hardware/Software functions e.g. down time, maintenance response time, etc.
  - Customer feedback
- **Technical Requirements**
  - Compatibility with College IT infrastructure functions and standards such as:
    - 10/100/1000 Ethernet
    - WIFI capabilities
    - Windows, Novel, Unix, Mac and Active Directory
  - Vendor will identify College technical support requirements, and provide College IT staff detailed list of support activities require by College staff.
  - Vendor will provide how the solution will be implemented and will provide a data flow diagram, technical architecture information, and IT security interface requirements.
  - Interface with the college's network and information systems in a secure fashion and explain method to secure / encrypt data in transit to and while at rest in Vendor's hosted location, and authentication requirements and options
  - Describe configuration of servers or equipment (if any), with emphasis on network connectivity and service port requirements.
  - Describe server maintenance requirements: frequency of software or firmware updates, security, log management, and general repair
  - Describe operational failover planning in the event of a bad server, if applicable to the vendor's proposal
  - ADA 508 webpage and hardware mandates
  - Solution will be hosted by Vendor. All vendor solution software and hardware will comply with all applicable PCI compliance requirements ("PCI Requirements") related to credit card or debit card/PIN entry processing. No credit card numbers will be stored on any College equipment or on Vendor-owned equipment located at the College. Vendor will be responsible for security of all credit card numbers and other credit card data and will execute a contractual provision which meets the College's requirements in PCI Section 12.8.2 acknowledging that Vendor is responsible for the security of cardholder data they possess. Vendor will agree to defend and hold Montgomery College, its designated representatives and their officers, agents and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of a Contractor's failure to meet any of its obligations under PCI Requirements.
  - Describe configuration of Vendor equipment to be used at the College's location (if any), with emphasis on network connectivity and service port requirements.



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**SECTION 3 – REQUIREMENTS AND SCOPE OF WORK CONTINUED**

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**3.4 Additions/Deletions/Changes**

- Notice of request for any additions/deletions/changes must be submitted in writing.
- Notice must be submitted to the College at least 30 days prior to change.

**3.5 Connectivity.**

All equipment necessary to support this connectivity shall be provided and owned by the Vendor.

- Compatibility with I.T. infrastructure functions
- Performance over the College network should not be impacted
- Vendor takes responsibility for cost of implementation and cost to of additional equipment necessary to maintain current performance of College network.

**3.6 Seamless, Reliable and Convenient Service.**

Any proposed solution must be seamless for users and ease of payment capable. Solutions must leverage existing infrastructure and minimize the need for additional systems or resources for users, account management, authentications, authorization and billing; ensure high system availability; adhere to and be available during the service hours of the College.

**3.7 Third Party Agreements**

Contractors must notify the College within 30 days of any third party agreements that must be entered into, as they relate to the contract between the College and contractor.

Contractor shall not have any right, power or authority to enter into any such agreements without written approval from the College.

**3.8 Full Implementation**

The College anticipates full implementation of the declining balance/debit campus card program by the Fall Semester of 2012, which begins August 27, 2012.

**3.9 Revenue Sharing Plan**

The vendor must describe a plan for rebate on sales and/or merchant fees to be paid to the College. Please show in detail all revenues to the College related to the services proposed in this RFP.

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**SECTION 4 – PROPOSAL EVALUTION AND AWARD**

**4.1 Award**

Award will be made to the highest ranked, most qualified responsive, responsible Bidder meeting ALL bid specifications and requirements.

**4.2 Evaluation Process**

All proposals submitted will first be examined for responsiveness and completeness. All responsive proposals will be evaluated and scored by the College evaluation committee based on the established criteria. Proposals will be evaluated to determine the highest ranked firm that best meets the requirements in the RFP and is in the best interest of the College. Interviews may be held at the option of the College.

**Criteria**

The College evaluation will be based on the following criteria:

<b>Evaluation Criteria</b>	<b><u>Points</u></b>
<ul style="list-style-type: none"><li>• Experience and Qualifications of the firm and personnel</li><li>• Declining Balance Debit/Campus Card Plans solution and services offered</li><li>• Implementation plan</li><li>• Maintenance/Service plan</li></ul>	60
<hr/> <ul style="list-style-type: none"><li>• Rebate Plan</li></ul>	35
<ul style="list-style-type: none"><li>• Fees</li></ul>	5
<hr/>	
<b>Highest possible evaluation score</b>	<b><u>100</u></b>

The College is the sole judge regarding the merits of any proposal and its decision will be final.

The College reserves the right to add or delete services and to negotiate pricing, if it is determined to be in the best interest of the College to do so.

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**SECTION 5– REQUIRED SUBMITTALS**

**5.1 Proposal Submission**

A submittal consisting of the Technical Proposal, Price Proposal and other required submittals are required when responding to this Request for Proposal. **ONE original and four copies of the Technical Proposal are required. One original Rebate/Revenue Proposal shall be submitted in a separately sealed envelope and identified as such.** Proposals shall be certified, signed and dated by a bona fide agent of the Bidder and include minority classification. All envelopes must identify that the submission is a response to the RFP and must be marked with the Bidder's name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

**5.2 Required Submittals**

- Technical Proposal
- Rebate/Revenue Proposal
- Attachment A: Reference Form
- Attachment B: Contractor Information Form
- Attachment E: Rider Clause

**5.3 Technical Proposal**

This section must contain a detailed description of the services offered by the Bidder in response to this RFP. The information submitted by the Bidder must provide sufficient detail and a comprehensive and clear understanding of the Bidder's capabilities and experience. The technical proposal submission includes the following:

**-TRANSMITTAL LETTER**

The transmittal letter must summarize the key points of the proposal indicating understanding of the College's requirements, and must be signed by an individual authorized to represent the Contractor for this RFP.

**-INTRODUCTION**

The introduction should contain a brief history of the organization, the address of the main office and all other offices and their locations and the location of the Contractor's project manager who will be expected to serve Montgomery College. The bidder shall provide a general description of the organization's business philosophy and approach to implementation and ongoing customer service, range of products and services available, and commitment to support and years in the requested field of business. The introduction should demonstrate the Contractor's ability to provide services as detailed in this RFP.

**-DESCRIPTION OF PROPOSED TECHNICAL SERVICES**

This section should contain a detailed description of the services proposed in response to this RFP. The information submitted including, narratives, documentation, listings and samples, should be sufficient to provide College evaluators with a comprehensive and clear understanding of the technical staff, methodologies, and capabilities proposed when compared to College requirements.

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**SECTION 5 – REQUIRED SUBMITTALS CONTINUED**

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**-CONTRACTOR EXPERIENCE AND QUALIFICATIONS**

This section should demonstrate the Contractor's policies and commitment to the long-term support of the College's proposed services. Proposals should describe the Contractor's history of providing these services, and its customer service experience and policies, including service hours and service policies. The Contractor's history and consistency of performance and stability, business practices, and business reputation will be evaluated.

**-CONTRACTOR IMPLEMENTATION PLAN**

This section should describe the contractor's implementation plan and milestones for meeting the requirements of this project.

**-ADDITIONAL AND VALUE-ADDED SERVICES OFFERED**

This section should describe additional services or print management services available from the company that may not be requested in this bid along with pricing information. The College reserves the right to accept or reject any additional services offered during the first year of the contract.

**-REBATE/REVENUE PROPOSAL**

The vendor must describe a plan for rebate on sales and/or merchant fees to be paid to College and any, percent of College rebate on vendor's fees. The REBATE proposal page in section 6 must be submitted at the time of bid in a separate sealed envelope labeled Rebate/Revenue Proposal. Part I, requests bidders to submit the proposed price per copy to the students. Part II requests bidders to submit the percentage rebate to the College based on the charge per copy.

**5.4 References**

All Reference responses to this RFP must include the names, addresses, telephone numbers and contact names/titles along with a general scope of services provided, of four (4) customers, of which, one must be a higher education institution. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references.

List all colleges or universities with which your firm does business in the State of Maryland as a Declining Balance/Debit Campus Card Management Company. State the length of time your firm has been providing network services to these institutions.

**5.5 Failure to submit**

Failure to provide any of the above required items may deem a bid proposal non-responsive.

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**SECTION 6 – REBATE/REVENUE PROPOSAL**

**6.2 Part I: Submit proposed fee(s) to the student:**

**Account Fees**

• Inactivity (monthly) 6 to 9 months:	\$ _____
• Inactivity (monthly) 9+ months:	\$ _____
• Incoming/Outgoing wire transfers US/Other:	\$ _____
• Abandoned or Delinquent:	\$ _____
• Lack of Documentation – (OFAC):	\$ _____

**ATM Fees**

• \$ _____	Sponsored Campus ATM:
• \$ _____	Out of Network ATM:

**Insufficient/Returned**

• \$ _____	First Item:
• \$ _____	All Others:
• \$ _____	Stop Payment:

**Purchase Using PIN:** \$ \_\_\_\_\_

**Cash Advance at Bank:** \$ \_\_\_\_\_

**Branded Card Cost**

• \$ _____	Start up cost:
• \$ _____	Card after start-up:
• \$ _____	Lost, stolen, replacement:

**6.2 Part II: Rebate/Revenue Proposal**

The vendor must describe a plan for rebate on sales, ACH and/or merchant fees to be paid to the College.

**Submit the percentage rebate to the College based on the above charge per account.**

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PERCENTAGE REBATE	%
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COMPANY NAME

**SECTION 6 – REBATE/REVENUE PROPOSAL-CONTINUED**

Note to vendor: 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.*

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Company Name

Name

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Title

Authorized Signature and Date

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**ATTACHMENT A – REFERENCES**

REFERENCE 1	
Institution Name	
Street Address	
Contact Person/Title	
Telephone Number	
Brief Description of Scope of Work	

REFERENCE 2	
Institution Name	
Street Address	
Contact Person/Title	
Telephone Number	
Brief Description of Scope of Work	

REFERENCE 3	
Institution Name	
Street Address	
Contact Person/Title	
Telephone Number	
Brief Description of Scope of Work	

REFERENCE 4	
Institution Name	
Street Address	
Contact Person/Title	
Telephone Number	
Brief Description of Scope of Work	

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

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

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**ATTACHMENT B – 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.

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B.5 Please provide the following information

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 C – 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)

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Company Name	Name
Street Address	Authorized Signature and Date
City, State, Zip	Title

Please return to: Montgomery Community College Office of Procurement 900 Hungerford Drive, Room 110 Rockville, Maryland 20850-1733
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**ATTACHMENT D – 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.

**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.

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**ATTACHMENT D – TERMS AND CONDITIONS CONTINUED**

**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:

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

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**ATTACHMENT D – TERMS AND CONDITIONS CONTINUED**

**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 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.

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT**  
**RFP TITLE: Declining Balance/Debit Campus Card Services**  
**RFP NUMBER: 512-024**  
**RFP OPENING DATE & TIME: February 15, 2012 @ 3:00PM**

**ATTACHMENT D – TERMS AND CONDITIONS CONTINUED**

**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.

**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:

- 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**  
**RFP TITLE: Declining Balance/Debit Campus Card Services**  
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**ATTACHMENT E – METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS 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.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

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