



401 Thomas Run Road • Bel Air, Maryland 21015
Phone: 443.412.2307 • Fax: 443.412.2392
www.harford.edu/Purchasing/BidBoard

REQUEST FOR PROPOSALS

RFP 18P-006 PRINTING NONCREDIT CLASS SCHEDULES 2018

Harford Community College invites sealed proposals for printing 2018 fall and 2019 spring and summer Continuing Education (noncredit) class schedules. Scope of work includes printing a total of 309,000 books on newsprint in four colors (inside pages) and a full-color gloss cover from camera-ready copy (proofs required), folding, trimming, and separate deliveries to the mailhouse and the College. Samples are required.

Vendors must acknowledge receipt of specification package via email to Beth Bertier, Procurement Assistant at bbertier@harford.edu; please include firm name and address in the acknowledgement.

All questions shall be directed to Beth Bertier, Procurement Assistant via email at bbertier@harford.edu.
Deadline for questions is **6:00 p.m. Tuesday, April 17, 2018**.

All Addenda, including questions and answers will be posted on the College's Procurement website at www.harford.edu/purchasing/bidboard and Emaryland Marketplace website at www.emaryland.buyspeed.com.
It is the bidder's responsibility to monitor these sites and download the addenda.

Bidders shall submit one (1) copy of the proposal documents with samples. Sealed proposals are due in the College's Procurement office, located in the Hickory Center building, room 132, not later than **12:00 p.m. Thursday, May 3, 2018**.

Prices bid must be firm for sixty (60) days after the submission date. Award will be made after June 12, 2018; all work must be completed according to the press schedule included in the Specifications.

The College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities or technicalities, or to negotiate with all responsible Bidders, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

Kelly J. Ryan
Director for Procurement

April 4, 2018

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Prospective bidders who have received this document or information from a source other than the Issuing Office should immediately go to the Harford Community College Purchasing bid board (www.harford.edu/purchasing/bidboard) to ensure that they have received the correct information, complete documents and any addendums. Failure to monitor the website may result in a non receipt of important information prior to the closing date which may result in the rejection of a bid/proposal.

INSTRUCTIONS TO PROPOSERS

1.1 Purpose and Objective

Harford Community College (the College) invites proposals from qualified firms to print a total of 309,000 books on newsprint in four colors (inside pages) and a full-color cover on coated stock from camera-ready copy/uploaded file. Work shall also include folding, trimming, and separate deliveries to the mailhouse and the College. Samples are required.

The College's preference is to select a firm that will be responsive to the College during the entire printing process. Bidders must have a functioning shop located within a distance of approximately 150 miles of the College's location in Bel Air, Maryland.

1.2 Samples

Vendors shall submit one (1) sample of similar work as described herein. Each sample shall be marked with the firm name and address.

1.3 Company Profile of Firm

Bidders shall submit a company profile to include, at a minimum, background and history of the company, size of company including number of employees, and annual sales volume for each of the past three (3) years.

1.4 Questions and Addenda

Questions shall be directed to Beth Bertier, Procurement Assistant, via email by **6:00 p.m. Tuesday April 17, 2018**. All questions and answers will be posted in Addendum to the College's bid board (www.harford.edu/purchasing/bidboard) and Emaryland Marketplace (www.emaryland.buyspeed.com).

1.5 Proposal Evaluation Criteria

Proposals submitted shall be evaluated by the College using the following criteria:

- .1 Completeness of technical proposal and samples
- .2 Company profile and experience
- .3 References
- .4 Cost

TERMS AND CONDITIONS

1. DELIVERY AND PACKING
Delivery shall be made in accordance with instructions on the purchase order. All prices shall include delivery. All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices.

2. TERMS OF DELIVERY
Delivery terms shall be FOB our works unless otherwise stated.

3. TERMS OF PAYMENT
Payment terms shall be net 30 days, unless otherwise stated.

4. TAX EXEMPTION
The College is generally exempt from Federal excise and Maryland sales and use taxes. Exemption certificates are available from the Procurement Office upon request.

5. WARRANTY AND NON-CONFORMING GOODS
All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Seller's instructions at Seller's risk and expenses and, if Seller directs, will be returned at Seller's expense. Payment for goods or services furnished or performed by Seller shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Seller.

6. TIME IS OF THE ESSENCE
Time is of the essence in the performance of this agreement.

7. DELAYS; FORCE MAJEURE
Seller shall not be liable for delays in manufacture or delivery of goods and services and the College shall be not be liable for delay in acceptance of any part of such goods and services to the extent that such delays are due to causes beyond the reasonable control of the party (Seller or College) affected thereby, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, lockouts, floods, war, acts of terrorism, riot, provided that the party affected thereby promptly notifies the other party of such event and uses its best efforts to remedy the situation within a reasonable period of time.

8. PATENTS
Seller guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Seller will, at their 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.

9. QUANTITIES
The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Seller's expense.

10. INVOICES
Invoices shall be mailed to Harford Community College, Accounts Payable, 401 Thomas Run Road, Bel Air, MD 21015. The purchase number must appear on the invoice. Failure to comply may result in delay of payment. Payments terms are net 30 days unless otherwise stated.

11. COMPLETE AGREEMENT
The Purchase Order and these terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and the Seller with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Sellers' quotation is referred to herein, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.
12. TERMINATION FOR CONVENIENCE
The College may terminate all or any part of the purchase order and these terms and conditions for any reason at the College's convenience upon written notice to the Seller. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination, provided, however, that the College shall have no liability whatsoever for goods which are Seller's standard stock.
13. TERMINATION FOR DEFAULT
When the Seller has not performed or has performed unsatisfactorily, payment shall be withheld at the discretion of the College. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.
14. NON-COLLUSION
Seller certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Seller 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 Seller 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.
15. NON-HIRING OF EMPLOYEES
No employees of the College, the State, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Seller.
16. NON-DISCRIMINATION
The Seller agrees a) not to discriminate in any manner against an employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, status as an individual with a disability, veteran, sexual orientation, marital status, or any other status protected by law; b) include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.
17. ASSURANCE OF NON-CONVICTION OF BRIBERY
Seller hereby declares and affirms that, to it 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.
18. MARYLAND PUBLIC INFORMATION ACT
The Seller 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. Seller agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

19. DISPUTES
Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or a designee. Pending final decision of the dispute, the Seller shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.
20. INSOLVENCY
If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Seller, then at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.
21. HAZARDOUS AND TOXIC SUBSTANCES
Seller must comply with all applicable Federal, State, County and local 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. Seller shall provide to the College's Environmental Safety Office a "Material Safety Data Sheet" including reference to the purchase order number, 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.
22. AUDIT
Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Seller 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.
23. RECORD RETENTION
The Seller shall retain and maintain all records and documents relating to the subject matter of this agreement for three (3) years after final payment by the College under this agreement.
24. INSURANCE AND INDEMNIFICATION
The Seller or Contractor will be required to have proper identification showing Supplier name and technician name, at all times while on campus. The Seller or Contractor shall maintain such insurance as will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller's or Contractor's operations under this agreement, or by anyone directly or indirectly employed by the Seller or Contractor. The College shall be named as additional insured on the insurance certificate.
25. COMPLIANCE WITH LAWS
Seller agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, 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 and U.S. laws regarding hiring practices to ensure a legal workforce.
26. MARYLAND LAW
This agreement shall be construed and interpreted according to Maryland Law.

SUPPLEMENTARY TERMS AND CONDITIONS FOR PRINTING

1. Standard of Performance
 - 1.1 The printer shall, in good workmanlike manner, perform all work and furnish all materials, equipment, facilities and means (except as otherwise expressly specified herein) necessary to complete the contract in accordance with the directions of the College from time to time during the progress of the work.
 - 1.2 The printer alone shall be responsible for safety, adequacy and efficiency of the plant, machinery and methods and for any damage that may result from their failure due to improper construction, maintenance or operation.
2. Inspection
 - 2.1 The College reserves the right for press inspection of cover and/or text runs. The College also reserves the right to inspect the firm's facilities at any time as long as the College provides one (1) day advance notice.
3. Responsibility for Materials Tendered
 - 3.1 The printer shall be responsible for the materials specified in the contract until they are delivered to the designated point(s), and shall bear all risk on rejected materials after notice of rejection.
4. Reservations
 - 4.1 The College reserves the right to accept or reject, in whole or in part, any and all bids received to waive informalities or technicalities as the best interests of the College may require, and to waive minor differences in specifications, provided these do not violate the intent nor materially affect the operation for which the items or services are sought, nor increase estimated costs to the College.
 - 4.2 The College also reserves the right to increase or decrease the quantities of any materials, equipment or services for which it is soliciting offers hereunder, and to award whole, in groups, or by item unless specifically indicated otherwise.
 - 4.3 Unless otherwise specified herein, the College also reserves the right to award the contract(s) within sixty (60) days after the opening. Any bid on which the time of acceptance is limited to less than the specified period may be rejected solely on that basis.
 - 4.4 The College further reserves the right to reject the bid of a Bidder who, investigation shows, is not currently in a position to perform the contract, or who has failed to perform contracts of a similar nature in a proper and timely manner.
5. Delivery
 - 5.1 All prices bid must be F.O.B. Destination; seller must provide proof of delivery in every instance.
 - 5.2 Unless otherwise specified herein, finished printed materials shall be securely bundled to facilitate handling, or packed in cartons weighing not more than forty (40) pounds, as appropriate. Each bundle or carton shall be clearly labeled as to type and number of copies.
 - 5.3 Delivery to the College must be made to the Central Receiving platform weekdays between the hours of 8:30 a.m. and 4:00 p.m. local time; deliveries are not accepted on Saturdays, Sundays, or College holidays. Bulk materials shall be placed on skids or pallets as directed by receiving personnel; the College cannot guarantee assistance for unloading.

6. Qualifications of Bidder

6.1 The College may make such investigation as it deems necessary to determine the ability of the Bidder to provide the required services and the Bidder shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Bidder is fully qualified to execute and complete the contract, his bid may be rejected.

7. Billing and Payment

7.1 The original and two (2) copies of each invoice shall be mailed to the Harford Community College, ATTN: Accounts Payable, 401 Thomas Run Road, Bel Air MD 21015; the College's purchase order number must appear on each.

7.2 The firm awarded the contract shall provide a current W-9 form prior to issuance of Notice to Proceed.

7.3 Payment is contingent upon return of College property and final acceptance of finished materials, and is generally made within thirty (30) days of same.

SPECIFICATIONS

1. Scope
 - 1.1 The College seeks to acquire the services of a printer to produce from file uploaded to FTP site three (3) Continuing Education (Noncredit) Class Schedules for the fall 2018, spring 2019, and summer 2019 semesters.

2. Description
 - 2.1 Total Quantity: 309,000

 - 2.2 Format:
 - 2.2.1 Books for fall 2018, and spring and summer 2019 Continuing Education Schedule of Classes

 - 2.3 Acceptable Finished Sizes: Booklet: 8½" x 10⅞"; 8⅞" x 10⅝"; 8¼" x 10¼"

 - 2.4 Image Area: A graphic artist contracted by the College will coordinate with the successful bidder the submission of press-ready file.

 - 2.5 Composition/Separation:
 - 2.5.1 None required

 - 2.6 Proofs:
 - 2.6.1 Printer's proof required within 3 days after copy is made available; printer's proof submitted to College (as instructed for each issue) for approval.

 - 2.7 Paper:
 - 2.7.1 Inside Pages: 35# 80 bright text stock paper newsprint or comparable premium newsprint

All above is to be printed with soy-based inks on minimum 30% post-consumer waste recycled content.
 - 2.7.2 Cover: 60# gloss text

 - 2.8 Ink/Halftones
 - 2.8.1 Cover: Four (4) color process with bleed
 - 2.8.2 Inside covers: Four (4) color process with bleed
 - 2.8.3 Interior pages: 4/4, four color process, with bleed

 - 2.9 Binding: Saddle-stitch

 - 2.10 Overrun/Underrun: All individual quantities must be full, or printer will be required to make up difference at no additional charge. The College will pay for a **maximum** 5% overrun.

 - 2.11 File Delivery: File to be uploaded to FTP site. Printer's proof to be delivered to the College (as instructed for each issue) for approval, according to the press schedules that follow.

 - 2.12 Delivery:
 - 2.12.1 Finished materials will be split-delivered. The bulk of each Continuing Education Schedule of Classes press run (quantities indicated on

attached Press Schedule) shall be delivered to the mailhouse:

BriteStar
1305-B Governor Court
Abingdon, MD 21009
Phone: 410-679-0441
Toll Free: 888-409-6227

2.12.2 Balance of each press run of Continuing Education schedules to be delivered to the College per Supplementary Terms and Conditions for Printing, 5.1.-5.3.

***NOTE:** Number of copies is specified in the Press Schedule that follows.

2.13 Quality of Work:

Final determination of acceptable quality of finished products shall rest solely with the College's Communication Office. Printer will assume responsibility for rejected material.

3.	<u>Press Schedule for Continuing Education Class Schedules</u>	<u>Approximate Date</u>
3.1	Fall 2018 Continuing Education Class Schedules	
3.1.1	Quantity: 103,000	
3.1.2	# of Pages: 104 pages, plus cover	
3.1.3	Timeline: File uploaded to printer	07/14/18
3.1.4	Delivery: 100,000 schedules delivered to mail house	08/01/18
	3,000 of each schedule delivered to College	08/01/18
3.2	Spring 2019 Continuing Education Class Schedules	
3.2.1	Quantity: 103,000	
3.2.2	# of Pages: 112 pages, plus cover	
3.2.3	Timeline: File uploaded to printer	11/22/18
3.2.4	Delivery: 100,000 schedules delivered to mail house	12/13/18
	3,000 of each schedule delivered to College	12/13/18
3.2	Summer 2019 Continuing Education Class Schedules	
3.2.1	Quantity: 103,000	
3.2.2	# of Pages: 84 pages, plus cover	
3.2.3	Timeline: File uploaded to printer	04/09/19
3.2.4	Delivery: 100,000 schedules delivered to mail house	04/25/19
	3,000 of each schedule delivered to College	04/25/19

END PRESS SCHEDULE

HARFORD COMMUNITY COLLEGE
401 Thomas Run Road
Bel Air Maryland 21015

RFP 18P-006 PRINTING CONTINUING EDUCATION CLASS SCHEDULES 2018/2019

FORM OF PROPOSAL

All proposals must be fully and properly executed, securely sealed and marked with the number/title of the solicitation and the due date and time. Envelopes shall be addressed to the Procurement Department at the address above.

Proposals must be received in the Procurement office located in the Hickory Center building, Room 132, not later than **12:00 p.m. Thursday, May 3, 2018.**

To be considered responsive, each proposal submitted shall include the following:

1. Proposal form, completed and signed with all component pricing information supplied;
2. Affidavit of Non-collusion, completed and signed;
3. List of three (3) references on the form provided;
4. One (1) sample of prior work similar type and length to the work solicited herein;
5. Equipment list; and
6. Company Profile (page 3, paragraph 1.3).

Proposal of _____ Date _____
Vendor Name

In accordance with the foregoing Instructions, Supplementary Terms and Conditions, and Specifications, including Addenda No. _____, _____, _____, and _____ thereto, I/we submit the following for evaluation:

1. **FIRM LUMP SUM PRICES**

1. Continuing Education Class Schedules
.1 103,000 fall 2018 Continuing Education Class Schedules (1 book of 104 pages plus cover split-delivered on 8/1/18 as described in Press Schedule)
_____ Dollars \$ _____
Words Figures

.2 103,000 spring 2019 Continuing Education Class Schedules (1 book of 112 pages plus cover split-delivered on 12/13/18 as described in Press Schedule)
_____ Dollars \$ _____
Words Figures

.3 103,000 summer 2019 Continuing Education Class Schedules (1 book of 84 pages plus cover split-delivered on 04/25/19 as described in Press Schedule)
_____ Dollars \$ _____
Words Figures

Please indicate finished size of booklet: _____

2. TIME OF COMPLETION: The undersigned agrees to complete the work in accordance with the press schedules as provided in the specifications.
3. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within sixty (60) calendar days after its opening, to execute the contract in accordance with the bid as accepted and to render the Certificate of Insurance within ten (10) calendar days after notification of award.

_____ Name of Firm	_____ Signature
_____ Street Address	_____ Typed/Printed Name
_____ City, State, Zip	_____ Title
_____ Telephone	_____ Email

If a corporation, state:

Name of President _____

Name of Secretary _____

Under laws of what state incorporated _____

MBE Certification: MBE _____ WBE _____

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

REFERENCES

Solicitation: **RFP 18P-006 PRINTING CONTINUING EDUCATION CLASS SCHEDULES 2018**

Each firm must furnish three (3) references of recent (within three years) prior service comparable in nature and scope to the requirements of the captioned solicitation. References from higher education institutions are preferred; at least one (1) such reference must be from higher education client(s).

1. Firm Name _____
Address _____

Telephone _____ Fax _____
Contact _____
Email _____

2. Firm Name _____
Address _____

Telephone _____ Fax _____
Contact _____
Email _____

3. Firm Name _____
Address _____

Telephone _____ Fax _____
Contact _____
Email _____

PROPOSAL OF: _____
Firm Name

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NON-COLLUSION CERTIFICATE

Solicitation: **RFP 18P-006 PRINTING CONTINUING EDUCATION CLASS SCHEDULES 2018**

I HEREBY CERTIFY that I am the _____
(Title)

and the duly authorized representative of the firm of _____
whose address is _____.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying bid/proposal/offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, or participated in any collusion to fix the price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this bid/proposal/offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature Date

Printed or Typed Name

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NO PROPOSAL REPLY FORM

SOLICITATION: **RFP 18P-006 PRINTING CONTINUING EDUCATION CLASS SCHEDULES 2018**

Dear Sir or Madam:

To assist us in obtaining good competition on our solicitations, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future solicitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- 1. We do not sell the items/services for which bids are requested.
- 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- 3. We cannot submit a bid because of marketing or franchising policies of the manufacturing company.
- 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- 5. Other commitments preclude our participation at this time.
- 6. We do not wish to participate in the proposal process.
- 7. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are _____

- 8. We do not wish to sell to Harford Community College. Our objections are _____

- 9. Other _____

Remarks _____

Firm Name _____
(PLEASE PRINT)

Authorized Signature _____

We wish to remain on the Bidder's List.

We wish to be removed from the Bidder's List.