

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
RFP TITLE: WEB-BASED SOFTWARE SOLUTION FOR HIGHER EDUCATION WORKPLACE & STUDENT
TRAINING RFP NUMBER: E524-019
RFP CLOSING DATE AND TIME: APRIL 30, 2024 @ 3:00 PM



ADDENDUM #1

Issue Date: April 19, 2024

ADDENDUM FOR THE PURPOSE OF:

- To change the closing date, from April 23, 2024 at 3:00 pm, to **April 30, 2024 at 3:00 pm.**
- To provide the attached questions and answers

All other specifications, terms and conditions remain unchanged.

A handwritten signature in cursive script that reads 'Patrick Johnson'.

Patrick Johnson, MBA
Director of Procurement

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

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time on **April 30, 2024**

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

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Vendor Questions	MC Response
1. Our team has multiple people out at the same time; is it possible to extend the due date to April 30 so we may prepare a full, compliant, and compelling response?	The closing date has been extended to April 30, 2024 at 3:00 pm.
2. Vendor intends on submitting its standard license terms and conditions with its proposal. Will Vendor's standard license terms and conditions be included in any final agreement to the extent they do not conflict with Montgomery College's terms and conditions?	Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal.
3. Section 1.11.7 states that that proposals may be rejected for conditional, alternate, or multiple. Is including our terms and conditions or presenting exceptions for negotiation subject to this rejection right?	Yes, the College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP. However, all documents submitted by the Offeror will be reviewed and considered by the College.
4. Section 1.11.9 states that proposals may be rejected if samples/demo is not representative of the quality level sought; are vendors to include a demo site in our response to highlight quality? OR wait for the oral presentation/demonstration after initial proposal review?	Including Offerors demo site in their proposal submission is not necessary. Respondents receiving the top three (3) highest technical scores will be invited to give a presentation of their proposed solutions and capabilities as part of the evaluation process.
5. Section 1.25: Contract Assignment: Vendor exists in a very dynamic business environment where mergers and acquisitions are common. Will Montgomery College agree to permit assignments by Vendor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Vendor's assets?	The College is aware of the changing environment regarding business mergers and acquisitions, and will work with companies accordingly.
6. Section 2.2: Objective states that training is for students, faculty, and staff, however courses seem to only align to faculty/staff requirements. Is student training included in this RFP? If yes, what content areas for student training are being requested?	Yes, the College is seeking a training course for students that is compliant with Title IX and VAWA.
7. Section 2.5: Integrations. What data will be transferred to/from the Workday platform?	Only need the SCORM data transferred.
8. Section 7: Price Proposal. Are vendors allowed to submit additional pricing options for the College's review in our own format in addition to completing the proposal document? We would like to explain our optional items and proposed addons.	Yes. Although, we will primarily be looking at the 5-year total cost for the items listed on the price proposal.
9. Terms and Conditions: termination for convenience. Termination for Convenience creates a great deal of financial uncertainty for Vendor. Moreover, this provision should be amended in that it harms competition by favoring larger vendors over smaller ones, who are less able to handle the financial uncertainty, but may have better products and services. Will College strike this provision? Alternatively, will the College acknowledge that Vendor's subscriptions to its products and services are invoiced annually at the beginning of each contract year; are fully earned and due upon being invoiced, and are nonrefundable when paid, unless the Agreement is terminated for cause as a result of the Vendor's breach?	All exceptions to our terms and conditions are reviewed and are subject to approval by General Counsel.

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10. Use of Contract by other Educational Institutions. Are vendors penalized for taking an exception to the use of contract by other institutions?	No.
11. Use of Contract: The RFP notes that an Exception for Montgomery County Public Schools will not be accepted. Does this mean that vendors are required to offer awarded services/prices to Montgomery County Public Schools?	Montgomery College, serving as Lead Agency for this procurement, has included the MAPT Cooperative Rider Clause. This allows other public entities to ride and/or piggyback our contracts. Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed.
12. MAPT Clause: If a vendor opts to participate in MAPT, are we to complete and return the Approval Form with our proposal response?	The Approval Form is filled out by the Participating Agency.
13. MAPT Clause: If a vendor does not want to participate in MAPT, how should we note this in our proposal?	It can be noted on the Attachment D, Contractors Information form, item, C.3 & C.4.
14. General Needs and Budget Does Montgomery College have a designated budget for this project, are there specific cost ranges the College is considering, and is there flexibility in the budget for additional features or customization?	The College has identified budget for this project.
15. Implementation and Restrictions a. Does the College have any preferred timelines for implementation? b. Are there any internal IT resource limitations to consider during implementation? c. On-Shore/Off-Shore Model - Does the college have any restrictions on where the work is being done and location?	a. The goal is to have the courses deployed by July 1, 2024 or shortly thereafter. b. Unknown at this time. c. No, but the awarded vendor must be available for meetings, provide customer service during normal business hours, and technical support as needed. Vendor shall not store or process Protected Information outside of data centers located in the United States.
16. Learning Management System (LMS) Integration a. Are there specific functionalities required for integration with Blackboard? b. How important is SCORM compliance for the training modules?	a. No. b. SCORM is a very important requirement.
17. Content and Course Requirements a. What is the level of customization expected for the pre-developed courses? b. How important is the ability to add new courses beyond the initial offering? c. Are there specific learning objectives or assessment methods required for each course? d. How important are features like real-time data dashboards and reporting functionalities?	a. Upload College Policies; ability to add contact information for local service providers, campus resources, and responsible campus employees. b. Not essential but ideally content for the requested courses would be refreshed. For example, if a course in Ethics and Employee Code of Conduct is to be offered annually, it would ideally include new content periodically so the training is fresh and newly engaging year after year. In addition, courses covering legal matters must be updated when relevant laws change. For example, when Title IX regulations are changed, the content of the course must reflect the new regulations. c. No d. No
18. Accessibility and User Experience a. Are there specific accessibility standards the training platform must adhere to? b. How important is the availability of courses in Spanish for a portion of the user?	a. Yes, WCAG 2.2 AA b. This is desirable, but not required.

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<p>19. Compliance and Legal Considerations</p> <p>a. How are updates handled to ensure courses reflect the latest federal and state regulations?</p> <p>b. What functionalities are required for tracking employee/student completion of compliance training?</p> <p>c. What cloud platform is the College using and does the platform offer features to facilitate attestation of receiving training on policies and procedures?</p> <p>d. How can the training solution effectively establish employee/student responsibility for reporting misconduct?</p> <p>e. Is the college looking for Commercial-off-the -shelf (COTS) solutions?</p>	<p>a. This is the responsibility of the vendor. The College is seeking a vendor that is committed to ensuring courses are compliant with current laws and regulations. This is absolutely essential.</p> <p>b. SCORM must be compatible with Workday No further tracking needed.</p> <p>c. SCORM must be compatible with Workday.</p> <p>d. Learners will attest to receiving the policy that describes their responsibility.</p> <p>e. I believe yes. The College is not looking to engage with a vendor on the development of courses. The College is interested in proven training solutions. We do want to be able to annotate or make small customizations to COTS content.</p>
<p>20. Supplier is offering a limited, non-exclusive, non-transferrable license to its products and services to the College for the College's use for its own internal business purposes for the term of the Agreement. Is this scope of license acceptable?</p>	<p>All offered scopes of license will be evaluated by the College accordingly.</p>
<p>21. Supplier is offering pre-existing intellectual property with this proposal consisting of SaaS solutions, associated documentation, courses and content. Will Supplier maintain sole ownership and control of its IP?</p>	<p>Product ownership and control should be outlined in submitted proposal, to be evaluated by the College.</p>
<p>22. Any enhancements, modifications, improvements, derivations, etc., to Supplier's pre-existing intellectual property become immediately, inextricably intertwined with the existing intellectual property, and cannot be separated out. Will supplier maintain sole ownership and control over any enhancements, modifications, improvements, derivations, etc., made to its IP?</p>	<p>Product ownership and control over any enhancements, modifications, improvements, derivations, etc., should be outlined in submitted proposal, to be evaluated by the College.</p>
<p>23. Supplier provides for annual billing at the beginning of each contract year for its SaaS solutions, associated documentation and course content. Will the College accept annual billing?</p>	<p>Yes.</p>
<p>24. Will the College agree that Supplier's SaaS subscriptions are due and earned upon being invoiced and non-refundable when paid unless the Agreement is terminated for cause as a result of the Supplier's breach?</p>	<p>SaaS subscription requirements should be outlined in submitted proposal, to be evaluated by the College.</p>
<p>25. The indemnification provisions provide for unlimited, unquantifiable liability to indemnify. This is an extreme transfer of risk to the Supplier. Supplier requests that the College limit indemnification requirements by: (i) limiting claims to third-party claims, and (ii) limit liability to the Supplier's available types and limits of insurance coverage or three times (3x) the amount paid to the Supplier in the preceding 12 months, unless the claim for which indemnification is sought is based upon violation of intellectual property rights, fraud, gross negligence or willful misconduct?.</p>	<p>Recommended indemnification provisions should be outlined in submitted proposal, to be evaluated by the College.</p>
<p>26. The indemnification provisions provide that the College may provide for its own defense. In the event the College decides to mount its own separate defense, will that release the Supplier from the duty to indemnify the College?</p>	<p>Recommended indemnification provisions should be outlined in submitted proposal, to be evaluated by the College.</p>

***** End of Questions & Answers *****