

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: IT Infrastructure Products, Software and Services
RFP NUMBER: e521-017
RFP CLOSING DATE AND TIME: February 16, 2021 AT 3:00 P.M.



ADDENDUM #2

Issued: February 9, 2021

ADDENDUM FOR THE PURPOSE OF:

- Provide revised answers from Addendum #1 to questions 8, 9, and 10

8.	Will you allow the addition of Cloud as one of your category options? Or adding Cloud providers to each of the categories where we are suitable and qualified to bid?	This RFP does not include the services of cloud IaaS providers (AWS, Google, Azure, etc.). However, the College is seeking cloud-based infrastructure offerings (Proofpoint, Cisco Umbrella, F5 Silverline Shape Defense, etc.) that replace traditional on-premise infrastructure products and services.
9.	Would you allow AWS Cloud options, specifically cloud service solutions, Infrastructure as a Service Solutions, and professional Services?	Identical as answer for question #8.
10.	Is Montgomery College interested in a response with cloud options?	Identical as answer for question #8.

All other specifications, terms and conditions remain unchanged.

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.

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
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ADDENDUM #1

Issued: February 4, 2021

ADDENDUM FOR THE PURPOSE OF:

- Rename RFP from IT Infrastructure Products and Services to IT Infrastructure Products, Software and Services
- Provide answers to all questions received.
- Provide updated revised RFP document which contains some minor edits as related to the questions asked.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

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Questions and Answers

Question		MC Response
1.	How much of their IT spending do they intend to send through this contract?	The previous 5-year contract (#516-013) was approved for a Not to Exceed Amount of \$15,000,000.00
2.	Are the awards limited to a specific number of companies (per category or overall)	No
3.	Do we have to carry all lines in a category, to bid that category?	No
4.	Is there a copy of the RFP in word format available?	Yes, send email to kevin.schramm@montgomerycollege.edu to request a copy in word format.
5.	Can names and contact info on resumes be redacted or provided upon award?	Yes
6.	In the case where a vendor discount percentage off SELP differs on New Product & Maintenance/Support Renewals, can we include two different discount percentages off SELP for each category?	See revised Section 6 – Price Proposal which includes a column to provide different percentage discount for maintenance and support renewals.
7.	RFP section 5.3 Electronic Proposal Submission Instructions, pg. 24 and RFP Attachment E, Signature, pg. 38: Regarding the requirement for proposals to be wet signed and original signatures, in accordance with measures adopted in response to the COVID-19 pandemic, Presidio respectfully requests that Montgomery College allow for electronic signatures (e.g., DocuSign in lieu of wet, original signature) relative to any, and all proposal elements. Most other clients have accommodated this request with the understanding that safety is the priority, and our proposal will continue to be formal and binding.	Unfortunately, a single hardcopy proposal is currently required. The College is moving to a vendor proposal upload solution, for which, e-signatures are acceptable; however, that solution will not be place for up to two months.
8.	Will you allow the addition of Cloud as one of your category options? Or adding Cloud providers to each of the categories where we are suitable and qualified to bid?	No. At this time, we are not anticipating any significant migration of services to cloud providers beyond what is already hosted there.
9.	Would you allow AWS Cloud options, specifically cloud service solutions, Infrastructure as a Service Solutions, and professional Services?	No – this RFP will not cover any significant migration of services to cloud providers.
10.	Is Montgomery College interested in a response with cloud options?	No – this RFP will not cover any significant migration of services to cloud providers.

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11.	Will this replace an existing contract? If so, who is the incumbent?	This contract replaces current Montgomery College contract 516-013. Multiple vendors were awarded that contract.
12.	As a member of the MEEC, we understand Montgomery College has access to MEEC's IT procurement vehicles. What improvements does MC envision it will realize by using this contract versus what is available through MEEC?	While this RFP is very similar to the MEEC agreement, the college hopes to gain internal efficiencies by utilizing our own contract.
13.	Page 4 / Section 1.15 - Please clarify this statement: "The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College."	If a contractor takes exception to payment terms of Net 30 days, the College may reject proposal.
14.	Page 10 / Section 2.5 - We are trying to understand the significance of a Solutions Contractor as related to this contract. Will there be certain projects or procurements that only the Solutions Contractors would be eligible for award?	In the future, the College might request a solutions contractor. Only contractors that are awarded to provide to specific manufacturer products or services within any category will be eligible to provide a quote for a solutions contractor.
15.	Page 11 / Section 2.8 - Will all purchases under this contract require a TORP process, or will Montgomery College also be able to solicit pricing directly from a single contractor that is awarded the required Category / Brand, and proceed with a purchase?	All purchases using this contract will be required to go through the TROP process.
16.	p. 12 / Section 3.3.3 and p. 24 / Section 5.2.6 - There seems to be a conflict and we respectfully request clarification; In section 3.3.3 of the RFP states "if the Offeror proposes to resell multiple brands" however in section 5.2.6 it states, "Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive". We Assume you only need pricing on the brands we are authorized to resell and not all brands listed on the pricing tables?	See revised section 5.2.6 which strikes the final sentence in its entirety.
17.	p. 17 & 18 / Section 3.10, Item D - Would you please provide more details regarding the type of "Engineering Services" that might be required for a consulting engagement?	Engineering services is a broad area that may include high level Network Engineering services, Systems Engineering Services, and IT Security consulting on an as needed basis.

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18.	p. 17 & 18 / Section 3.10, Item L - Would you please provide more details regarding the information expected for "Standards development and ongoing updates"?	There are no details at this time, as we do not know what will be needed in the future, the intent of 3.10 is to allow for flexibility in the contract to procure services as needed.
19.	p.18 / Section 3.10.7 - Do you require Vendors to describe their methodology as part of the response to the RFP or is that required at time of specific project engagement?	Response to this question will be required at the time of quote request for specific project.
20.	p.4/section 1.16 - Can clarification and details be provided as to the process and format required to submit comments on the Terms and Conditions?	Vendor shall submit under separate cover, a document titled "Exceptions/Clarifications/Comments to Request for Proposal Terms and Conditions". Vendor comments shall be reflected in this document and submitted with proposal.
21.	p.28/section 6 - After the award, how will individual task orders be issued for tasks with labor requirements? FFP? T&M? CPPF? Combination?	The format of the task orders will vary depending on the task requested.
22.	The RFP identifies section 5.2.3 twice. In our response, should we represent each section as stated (5.2.3) or update the sequence (i.e., 5.2.4 and so forth)?	See revised section 5.2.3
23.	Will Montgomery College allow updates to the OEM names on the pricing submission? Some of the OEMs listed have been acquired and are doing business as another name (for example, Brocade is now Broadcom).	Yes
24.	Will Montgomery College allow pricing submissions on proposers' paper? There are not enough lines for all proposers Brand, Manufacturer, and/or Labor Categories on the solicitation document.	Yes
25.	Since the Technical and Price Proposals must be sent in the same email, what is the maximum size email that the vendor.proposals@montgomerycollege.edu email box will accept? (e.g., 25 Mb)	If a single email cannot accommodate both technical and price proposal, separate emails will be accepted. If technical proposal alone, cannot be submitted in one email, separate emails will also be accepted.
26.	For section 3.3.4, since the staffing plan is to be no more than one page in total, are the resumes required before or upon award?	Resumes are required in the response to this RFP.
27.	For section 3.3.8 Certification Requirements There are no certifications listed. Which certifications are being requested?	See revised section 3.3.8
28.	There are no General Mandatory Requirements in the RFP. What are the General Mandatory Requirements?	All RFP requirements are contained in section 3 (Qualifications and Requirements).

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29.	Are there specific Labor Categories that Montgomery College is requesting with the response? a. If “yes”, are there specific experience or certifications required or preferred?	There are no specific labor categories at this time.
30.	Are the submitted Labor categories only to be associated with hardware and software brands submitted/associated with our response or can we provide a full range of labor categories like we provide to other organizations (example: MEEC)	You can submit a full range of categories.
31.	The Labor Category form only has 10 lines along with a signature required on the page. A. is there a limit to the number of Labor Categories that may be submitted with our response? b. If we are allowed to include more than (10) Labor Categories, is it required to have multiple pages, each which include a signature, or is it sufficient to include a single sheet listing all proposed labor categories?	There is no limit. You can submit additional pages is needed.
32.	Is Montgomery College willing to extend the due date for this RFP?	No.
33.	Section 1.21: What address should be listed on the Certificate of Liability Insurance required by this section?	9221 Corporate Blvd Rockville, MD 20850
34.	Section 1.25: Does Montgomery College utilize an electronic billing system? If so, what is that system?	The College utilizes an electronic billing system for student billing only. We currently use Banner and TouchNet systems
35.	Section 2.1: If our company offers solutions from manufacturers not included in each category, should we provide the names of those providers in our response?	Yes
36.	Section 3.3.3: Should each letter, certificate, or other evidence that we are a recognized and approved reseller be included as a separate document in the proposal?	Everything should be in included with this RFP
37.	Section 3.3.3: Should a list of the required evidence for this requirement be included in our response or can those letters be provided upon award?	Letters should be provided in response to this RFP.
38.	Section 3.34: Because the staffing plan is required to be no more than one page should the required resumes be included as an addendum?	yes
39.	Section 3.3.8 Certification Requirements: Proposers must possess the following certifications as well as in-depth experience and partner status with any proposed equipment manufacturer. Contractor must	See revised section 3.3.8

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	provide proof of all certifications and partnerships (not just those listed here) as attachments to their response to this proposal. Preference will be given to contractors who are certified top tier resellers of listed equipment (i.e., Gold or Platinum resellers). Question: Where are the certificate requirements listed?	
40.	Section 3.5: ARE THERE TWO Sections titled 3.5--3.5 Equipment Requirements and 3.5 Technology Accessibility and Data Security?	See revised section 3.
41.	Section 5.3: Are "wet" signatures required on all submission documents?	Only the original hardcopy proposal that must be mailed to the College, requires a wet signature. Electronic copy does not.
42.	Section 6 – Price Proposal: Should our response to this section be submitted as an Excel document or should the tables in the RFP be filled out?	An excel document will be accepted.
43.	Attachment D – No Proposal Response Form: Do you require that this be completed as "N/A" or should it be left blank.	Can be left blank if responding to the RFP.
44.	Of the Members listed on Attachment E: Use of Contract by Other Educational Institutions, which institutions are using the current contract today?	None
45.	Which helpdesk/ITSM solution does MC use today?	CA Service Desk
46.	Which ERP or eProcurement is Montgomery College Using today?	The College current ERP system is Banner SCT. Currently the College is transitioning its ERP to Workday and is expected to go live on Jan 1, 2022
47.	Section 3.3.8 states "Proposers must possess the following certifications...." but there are no certifications listed. The previous RFP for this contract listed Juniper JNCIP-ENT as the required certification. Is this certification required here as well, or should we list all certifications we possess with our vendor partners?	See revised section 3.3.8
48.	CERTIFY (SnapXT and InfinityX) includes endpoint devices that provide identify management, thermal scanning and access control. Can you confirm for me if a purchase of such hardware would be executed via the currently advertised IDIQ or if it would follow a separate procurement process?	We are not currently planning any significant efforts in this area and do not anticipate the need to add these products to the RPF.

END OF QUESTIONS AND ANSWERS



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. E521-017

RFP TITLE: IT INFRASTRUCTURE PRODUCTS, SOFTWARE AND SERVICES

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time on **February 16, 2021**

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

**Patrick Johnson, MBA
Director of Procurement**

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with IT Infrastructure Products, Software and Services, in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

1.2 Electronic Bid Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See **Section 5 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m., February 16, 2021** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Kevin Schramm, Purchasing Agent**, via e-mail to kevin.schramm@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 pm, January 28, 2021**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

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

1.7 Submitted Pricing

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

1.8 References

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

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

1.10.1 Offeror is **responsible** – Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.

1.10.1.2 Offeror is financially stable.

1.10.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

1.10.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.

1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.12 Required Submittal List [MODIFY AS REQUIRED.] RFP Packet should be returned in its entirety

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

1.13 Failure to Submit

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

1.14 Estimated Contract Quantities [MODIFY AS REQUIRED.]

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

Multiple awards will be made in the best interest of the College to multiple Offerors the can meet or exceed the terms, conditions, and specifications of this solicitation, and who meet the technical minimum evaluation points. Evaluation of Offeror's will be based on Offeror qualifications and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.16 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. 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. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.17 Contract Term

Multi-Year Award. The initial term of this contract will be from July 1, 2021 through June 30, 2022. Beyond the initial term, at the sole option of the College, the contract may be renewed for four additional one-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.18 Contract Pricing

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

1.19 Contract Modification and Amendment

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 INSURANCE REQUIREMENTS (if applicable)

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within seven (7) days of notice of award.

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

Workers compensation Insurance covering the Contractor’s employees

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

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

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

Bodily Injury and Property Damage:

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

- Contractual Liability – Premises and Operations
- Independent Contractors

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

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

Property Damage: \$300,000 each occurrence

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

These 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 Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60)-calendar days’ notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.21 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. E521-017. Current certificates must be provided to the College throughout the contract term.

1.22 Termination of Insurance

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance shall be grounds for immediate termination of the contract.

1.23 Contract Assignment

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

1.24 Contract Deadlines and Failure to Deliver

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

1.25 Contract Billing

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

1.26 Public Record and Proprietary Information

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.27 Confidentiality

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

The information contained in proposals submitted for the College’s consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offeror’s must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.28 Tobacco and E-Cigarette Policy

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

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SECTION 2 – BACKGROUND AND SCOPE OF WORK

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The Office of Information Technology is comprised of approximately 170 staff members. The Help Desk receives approximately 54,000 calls from the College community yearly. The current hardware inventory carries over 25,000 items, with a value of approximately \$50 million. This includes but is not limited to desktop and notebook computers, printers, servers, infrastructure, and audio/visual equipment. The College's Office of Information Technology is seeking proposals from firms that can provide a complete range of professional services and products to support the IT infrastructure requirements at the College.

Hardware, software and services list would include, but not be limited to the following providers. Vendors are encouraged to offer other industry leading hardware & software solutions.

<p><u>Category 1 – Network Hardware and Software</u> Juniper Networks Dell Check Point Fortinet IXIA Tellabs Cisco F5 A10 Brocade Extreme Networks Palo Alto Networks Infoblox Solarwinds Aruba Ciena MRV</p>	<p><u>Category 2 – IT Security</u> Kenna Security Tenable Thycotic Splunk Impulse/OPSWAT Varonis ExtraHop Awake Security Trend Micro ProofPoint CheckPoint Cisco F5 A10 IXIA Palo Alto Networks Fortinet</p>	<p><u>Category 3 - Data Center Infrastructure</u> APC Mitsubishi cooling units Kidde fire suppression systems</p> <p><u>Category 4 -Telecommunications</u> Polycom RADware Adtran</p> <p><u>Category 5 – Systems and Storage</u> HP Dell/VMware NetApp Commvault Cisco RedHat Enterprise Linux</p> <p><u>Category 6 – Labor</u></p>
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2.2 Objective

The objective of this Request for Proposal (RFP) is to seek multiple firms that can offer competitive pricing to provide IT Infrastructure products and services, upgrade/replace Montgomery College's IT Infrastructure products and services as needed for a five-year (5) period.

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SECTION 2 – BACKGROUND AND SCOPE OF WORK - continued

2.3 Project Award and Schedule

The anticipated timeframe for issuing Intent of Award to selected vendors is April, 2021. The start date for the contract is July 1, 2021. Selected vendors Contracts awarded as a result of this RFP will clearly state the Category and Manufacturer or Brand awarded. Montgomery College, may make multiple awards for any Category and/or manufacturer or brand. Purchase Orders will be issued by Montgomery College on an as needed basis.

Tues 01/12/2021	RFP issued to eMaryland Market Place and MC website
Thurs 01/28/2021	Last Day for bidders to submit questions
Thurs 02/04/2021	MC provides answers to questions
Tues 02/16/2021	<u>DUE DATE for bidder responses to RFP</u>
02/17/2021 – 03/26/2021	MC OIT staff evaluate and score proposals
Thurs 04/01/2021	MC Procurement staff recommend contractors for award to BOT
Mon 05/17/2021	MC BOT Meeting – Award of Contract
Tues 07/01/2021	Begin Year 1 of Contract

2.4 IDIQ Contracts

Contractors will be awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for products from specific manufacturers (or brands) in each Category identified below. The Contractor may sell any product that falls into the awarded Category (for example, data center infrastructure, or telecommunications) within the manufacturer or brand awarded. For example, the vendor to whom the contract for Juniper Networks is awarded may sell any and all hardware, software and necessary peripherals sold by Juniper Networks. No guarantee is made that any specific volume of purchases or dollar commitment that will result from the IDIQ contract award.

As new products are introduced into a manufacturer’s line or brand, the Contract holder may sell any and all such new products in the Category and brand for which they hold the contract. For example, when Juniper Networks improves a piece of hardware and includes the upgrade into its hardware product line (regardless of model or SKU number) The vendor that won the Contract for Network Hardware and Software (Category 1) under the brand Juniper Networks, may sell the new at the discount from list price offered in response to this RFP and incorporated into the Contract.

2.5 Scope of the Award – Categories & Solutions Contractors

Offerors may respond to one or more of the five categories listed below. It is anticipated that multiple awards will be made in each Category and responding firms may be awarded in one or more categories:

- Category 1 – Network Hardware and Software
- Category 2 – Telecommunications
- Category 3 – Data Center Infrastructure
- Category 4 – IT Security
- Category 5 – Systems and Storage
- Category 6 – Labor

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Solutions Contractors In addition to hardware contractors, Montgomery College reserves the right to make Solutions Contractor awards. To be eligible for a Solutions Contractor award, a contractor must be rated and ranked as one of the top contractors in at least one of the Categories. Solutions Contractors will be able to provide integrated computing solutions that cross or blend the definitions of the individual Categories to provide an integrated system. Such systems contract will include systems engineering, implementation and support services. Offerors for all categories shall submit resumes for their proposed Solutions Architect.

2.6 Contract Modifications/Amendments and Adding Brands

As technology evolves, Montgomery College may add additional Hardware, Software and Services to the Contract Awards, by written modification/amendments to the contracts. It is anticipated that Brands will be added over the life of the Contract.

Contractors may be solicited, potentially annually, for proposing the addition of Brands offered within their Awarded Categories at discount off of their Standard Educational List Pricing. The additional Contractor proposed Brands shall be considered for Award in terms of their value to Montgomery College. Any accepted additional Contractor proposed Brands shall be amended to the Contract through Contract Modification/Amendment. Additional Brands may also be considered to be added on an ad-hoc basis during the life of the contract as needed. Ad-hoc requests for adding Brands shall be assessed in terms of the overall value to Montgomery College. The ad-hoc Brand requests of value may be solicited to Contractors for proposing the addition of Brands and associated discounted off of their Standard Educational List Pricing within their Awarded Categories. Acceptable additional ad-hoc requested Brands shall be amended to the Contract through Contract Modification/Amendment.

2.7 Out-of-Scope

The contract does **not** include radio communications equipment, cellular telecommunications and equipment, audio visual or video equipment, desktop and laptop computers, printers and other computer accessories. However, the contract will include computer hardware and accessories that are required in the configuration of an IT Infrastructure product.

2.8 Definitions of terms used in this RFP

Contractor: An Offeror that receives a Contract as a result of this RFP. Also see On-Call Contractor.

Offeror: Person or firm that submits a Proposal in response to this RFP. Same as Responder or Proposer.

Proposer: Same as Offeror

Responder: Person or firm that submits a Proposal in response to this RFP. Same as Offeror.

Procurement Office: Administrative office of Montgomery College that is authorized to sign contracts on behalf of the Institution.

End User: An employee of Montgomery College, authorized to request price quotes and sign Statement of Work (SOW)

SELP: Contractor's published or otherwise verifiable Standard Educational List Pricing

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Contract: An Indefinite Delivery, Indefinite Quantity contract between Montgomery College and a Contract holder that set the minimum price discount percentage, terms and conditions of the contract agreement, (the Contract) but does not specify or guarantee any work or payment. Contractors are eligible to compete for Task Orders under the TORP process.

TORP: Task Order Request for Proposal. The process used to seek abbreviated proposals for specific equipment purchases or for ad hoc tasks, from Contractors that have been awarded Contracts as a result of this RFP.

Task Order: Written notice to a Contractor(s), that have been awarded a Contract as a result of this RFP, to provide hardware and/or perform work as specified in the Task Order.

2.9 Price Quotes

A written price quote that provides specific details about the item being quoted, including general description, technical specifications where applicable, quantity, unit of measure, list price, discount percent (consistent with percent discount offered in response to this RFP) and discounted price, will be provided to Montgomery College upon request. Price quotes must be valid for a minimum of 30 days. Price quotes may be delivered via web pages, e-mail attachments or any other technology, provided that the end user may review a written description of the quote.

2.10 Secondary Competition – Task Order Request for Quotes/Proposals

It is anticipated that Montgomery College may have large volume purchase for a specific delivery date (a new computer lab, etc.) and may want to seek secondary competition from contract holders. Any participating institution may issue a Task Order Request for Quotes or a Task Order Request for Proposals to contract holders. Awards of Task Order Request for Quotes/Proposals will be made in accordance with the terms and conditions of the specific Task Order Request for Quotes/Proposals.

2.11 Price changes

Since the basis of pricing for any award resulting from this RFP will be based on a percentage discount from SELP, price increases (reducing the percentage discount from SELP price) will not be permitted during the contract term. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor's awarded Contract.

The percentage discount from list price may be increased at any time, or for a limited period of time, or in response to a specific Task Order Request for Proposals/Quotes.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications Requirements

The Proposer must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

3.2 Past Experience Requirements

Proposer shall provide an overview of their firm in the Technical Proposal that is no more than one page in length. Contractors shall include information regarding their organizational experience with Montgomery College or similar Higher Educational Institutions.

- The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services.

3.3 Proposer Requirements

Proposer must provide documentation of experience and expertise in the following areas:

3.3.1 Proposer must describe its ability to act as the prime contractor for awarded goods and services. Limit this narrative to one page in the Technical Proposal. The prime contractor shall be responsible in all matters required by this RFP for any and all hardware, software, documentation, and all other awarded products and services. Sub-contractors must be identified with stated roles and responsibilities. Payments for goods and services will be made only to prime contractors.

Sub-contractors involved with the assembly or maintenance of hardware and software must be certified by the applicable manufacturers to do such work.

3.3.2 Proposer must provide an organizational chart as it applies to supporting a resulting Agreement in Award of this RFP. The organizational chart should clearly show management chains in support of a Montgomery College and provide escalation paths.

3.3.3 Each Offeror must provide a letter, certificate or other evidence that they are a recognized and approved reseller of the hardware and associated software they offer in their proposal(s) for the Categories 1, 2, 3, 4 and 5. To be clear, if the Offeror proposes to resell multiple brands, they must provide a letter, certificate or other evidence that they are a recognized and approved reseller for each and every brand or manufacturer outside of peripherals per Category proposed. Montgomery College reserves the right to contact any manufacturer to verify that the Offeror is authorized and approved by the manufacturer to resell the hardware and associated software. If such authorization is denied, the Procurement Official may consider the Offeror's proposal not susceptible of receiving an award, and may reject the Offeror's proposal.

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3.3.4 Dedicated Montgomery College Team Representative(s): Technical Proposal must provide a staffing plan of no more than one page in total that includes a dedicated account representative(s) for this agreement. Duties and responsibilities include, but are not limited to: processing orders (which may be delivered by ERP, internet, e-mail, FAX, telephone, US Mail or other agreed to methods), generating quotes with all applicable discounts, fees, addressing customer concerns and questions, pre-sales support, and order tracking.

- Account representative(s) must be available 8:00 am – 5:00 pm Eastern Time, Monday through Friday.
- Proposer will provide contact information for the dedicated account representative(s) and areas of responsibility upon award. Specify the contact person for large and/or complex orders as well as every-day and small orders (may be the same person) to include complete contact information. The Contact information is to include name, mailing address, local or toll-free phone number, fax number, and e-mail address.
- Account representative(s) must have the ability to process phone orders and accept payment in the form of a valid purchase order, procurement credit card, or institutional check.
- Provide the resume of the dedicated account representative (primary person) responsible for responding to and fulfillment for orders placed for Montgomery College under a resulting Agreement with your firm.
- Provide the resume of the account representative responsible for responding to every-day and small orders (may be the same person as the dedicated account representative.
- Proposers must provide a designated Sales Engineer as part of their proposed dedicated Montgomery College Account Team. Provide the resume of the proposed Sales Engineer.
- Proposers that seek to be considered as Solutions Contractors shall provide a designated Solutions Architect as part of their proposed dedicated Montgomery College Account Team. Provide the resume of the proposed Solutions Architect.

3.3.5 Technical Proposal shall include a description of the process to be used by Montgomery College personnel when requesting quotes for hardware, software and services. The Ordering process shall be stated in 1 page or less.

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3.3.6 Contractors Responsibility for Employees/Subcontractors

Sub-contractors involved with the assembly or maintenance of hardware and software must be certified by the applicable manufacturers to do such work.

The contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

3.3.7 Background and Reference Checks

The College relies on the contractor to use its best judgment in providing personnel qualified to the level defined by the general position description for the skill level required. The contractor shall perform mandatory background, drug screening, and reference checks, as required by the College, on all candidates. Background checks shall include, but may not be limited to the following: criminal background check, drug screening, date of birth, employment, and education verifications. The contractor shall be financially responsible for the background checks on all candidates. There will be no billing or charge to the College for contractor fees associated with background checks. The Technical Proposal shall outline the background check process, the types of checks available, the length of time needed to complete the process, and how long the background check is valid. The Winning Proposer will take responsibility for all tests and for determining if candidates are viable for employment.

3.3.8 REVISED Certification Requirements

Proposers must possess ~~the following relevant~~ certifications as well as in-depth experience and partner status with any proposed equipment manufacturer. Contractor must provide proof of all certifications and partnerships (not just those listed here) as attachments to their response to this proposal. Preference will be given to contractors who are certified top tier resellers of listed equipment (i.e. Gold or Platinum resellers).

3.4 Product and Brand Requirements

Technical Proposal shall confirm that your firm's Proposal includes the entire current product line of the brand(s) or manufacturer(s) for each Category submitted. Note: It is not necessary nor requested for firms to list each and every product in the current line. In the event all are not included, stipulate clearly any exceptions that will not be included or offered for sale under the Montgomery College contract along with rationale as the reason why they are excluded.

3.5 Equipment Requirements

All equipment purchased under this agreement shall be new and unused, unless Montgomery College issues a Task Order Request for Quotation (TORFQ) or Task Order Request for Proposal (TORFP) that specifically allows submission of offers that include used or refurbished equipment. Used or refurbished equipment may not be substituted without the ordering institutions written approval. As stated under the warranty sections, it is acceptable for replacement parts to be serviceably used, comparable in function

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and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.

- All proposed equipment will be commercially available “off-the-shelf” items requiring no further development and shall have been fully tested or demonstrated in a commercial or educational environment unless otherwise specified in the Work Request.
- All equipment delivered under this contract must comply with International Organization for Standardization (ISO 9000) standards.
- All equipment delivered under this contract will have a minimum up time requirement of 99.95%. The Contractors will supply Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR) data, as available, to ensure the reliability of delivered equipment and ensure its proper functioning.

3.6 Delivery Requirements

Each and every shipment must include a label on the outside of the box (or other shipping container) that will include the ordering institution’s purchase order number, or, in the case of a credit card purchase, the name of the person that placed the order.

All equipment purchased under this agreement must be configured with, and delivered with all required cables, keys (if applicable), License Keys, documentation, proof of all software licenses acquired with processors, and appropriate media.

3.7 Records and Record Retention Requirements

Awarded Contractor(s) shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by Montgomery College or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of Montgomery College at all reasonable times. Each record shall contain, but not be limited to, the following:

- a) Original equipment manufacturer’s name, contact number and Montgomery College PO number.
- b) Date of installation
- c) Warranty period (beginning and end dates)
- d) Record of all maintenance performed (date and description of action taken)

3.8 Warranty Requirements

All equipment ordered under this agreement, must meet the following warranty requirements

- Proposer will provide a minimum three (3) year on-site warranty for all parts and labor. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price for a lesser warranty term is expected on an order-by-order basis.)
- In addition to, and concurrent with the required three-year “on-site” warranty, Proposer will provide, as an option, a three (3) year warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.

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- If the manufacturer offers a better warranty, the manufacturer’s warranty shall apply.
- Proposer must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.
- Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- If problem is not resolved to the customer’s satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 10th business day.
- Contractor staff who service any and all aspects of this contract must live within 60 miles (commuting distance) of Montgomery College. Expenses for out-of-town contracted staff brought into the College will NOT be allowed as part of this contract.
- Manufacturer’s warranty shall apply for all peripherals and accessories.

3.9 Installation Service Requirements

If requested, the Contractor must provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer’s service may also include assistance with customer’s inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.).

If requested, the contractor must provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.

3.9.1 Badges: Contractor will display their College-issued badge in a visual location at all times while on College premises. Newly hired contractor must obtain a College-issued badge from the Office of Human Resources. Upon request of College personnel, each such contractor will provide additional photo identification.

3.9.2 Parking and Travel Costs: **NO reimbursements**, including travel and parking. This includes reimbursement for parking passes at MC locations, this cost is the responsibility of the contractor or winning proposer.

3.9.3 Contractor must coordinate exact location and installation of equipment and schedule work with other trades and College project manager. It is the contractor’s responsibility to field verify location and mounting conditions to include power and data locations.

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3.9.4 Contractor must obtain and pay for any and all permits necessary for the execution of any work listed herein. The Contractor will be required to pay all necessary fees to local authorities for permits and inspections and it shall include the cost of the fees in its base price. The College shall not be responsible for the actions or interpretations of county, municipal or other local agencies or officials with respect to the application of Federal, State or local laws, rules, ordinances, regulations, codes or policies to the Work.

3.9.5 The Work shall be performed during regular working hours except in the event of emergency, or when required to complete the Work within the time stated in the Contract. What constitutes regular working hours will be agreed upon between Contractor and Montgomery College.

3.9.6 The Work may be performed on night shifts, overtime, Sundays and holidays when permission to do so has been obtained from the College, at no additional cost to the College, and provided that Contractor complies with any additional regulations regarding off-hours work mandated by regulatory authorities.

3.9.7 All time limits in the Contract Documents are of the essence of the Contract. Contractor and the College agree that the time stated in the Contract for the completion of the Work is a reasonable time, considering the usual climatic range and the usual business conditions prevailing in the locality of the Project. The Contract time shall be the full time allowed or required for completion of every task involved in completion of the Work, including lead-time for ordering and fabrication of equipment and materials.

3.9.8 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and shall remove and dispose of waste and recyclable materials or rubbish prior to the end of each working day in the appropriate waste or recyclable container. All cardboard boxes must be broken down before being placed in recyclable container.

3.9.9 If the Contractor fails to clean up as provided in the Contract Documents, the College's Project Manager may do so and the cost thereof shall be charged to the Contractor.

3.9.10 At completion of the Work the Contractor shall remove from and about the Work waste materials, rubbish, the Contractor's tools, and surplus materials.

3.9.11 Failure to Deliver: In the event a Contractor fails to deliver the following services in accordance with the Contract, the College shall have the right to secure the services elsewhere and deduct costs incurred as a result of such failure to deliver.

3.10 Professional Services and Solutions Requirements

If requested, Contractor will provide a broad spectrum of consulting services, as required, in support of the development, planning, acquisition, implementation and ongoing support of IT infrastructure resources and potential projects.

Contractor may use approved subcontractors to achieve this purpose. The required tasks will include but not be limited to:

- a) Technical Support
- b) Reports and Studies

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- c) Strategic and tactical planning
- d) Engineering services
- e) Operational testing and evaluation
- f) Configuration management
- g) Quality assurance
- h) Training
- i) Documentation
- j) Project management
- k) Risk management
- l) Standards development and ongoing updates
- m) Documentation to support all consulting services offered

3.10.1 Contractors will provide consulting for local area networks (LANs), wide area networks (WANs), cloud-based technologies, firewalls, wireless technologies, Internet/Intranet-based networks, videoconferencing, enterprise systems, or any combination thereof, including all forms of digitization and incorporation of multiple media types as well as all types of bandwidth technologies.

3.10.2 Contractors will provide IT infrastructure solutions that include emerging technologies that support voice, data and video in the workspace and that interface with the next generation networks, as required. For example, the winning Contractor shall be capable of establishing the telecommunications infrastructure of a new building, moving College equipment to a new location, or upgrading the College's legacy infrastructure.

3.10.3 Contractors will propose solutions to the College's unique infrastructure-related requirements using commercially available products and services, or customized approaches if agreed upon by both the Contractor and the College.

3.10.4 Contractors will provide design, planning, implementation, and project management services for any proposed solution within a timeframe agreed upon at the outset of each project.

3.10.5 As part of the design and planning stage of any proposed solution, Contractors will provide, upon request: Support documents to include but not be limited to: requirements analysis, alternatives analysis, feasibility studies, economic analysis, workload analysis, security risk analysis, system requirements analysis, design and testing, and system/software compatibility studies.

3.10.6 As part of the project implementation of any proposed solution, Contractors will provide, upon request: Project management to include but not be limited to: project planning and oversight, project tracking, resource analysis and assignment, budget/cost analysis, scheduling, performance measurements, risk management, change management, implementation, training, documentation, quality assurance.

3.10.7 Contractors will apply a structured methodology to identify, evaluate and select hardware, software, and services to meet specific requirements. When warranted, Contractor will adjust its methodology to mitigate risk. Contractors must describe their methodology.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS-continued

3.11 Technology Accessibility and Data Security

All contract awardee(s) and the firm(s) they represent will be required to comply with the College's Accessibility and Data Security requirements before any procurements are finalized.

3.11.1 Accessibility Requirements

All e-learning and information communication technology (ICT) developed, purchased, upgraded or renewed by or for the use of Montgomery College shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) web standards.

- Accessibility Conformance Report

NOTE: Prior to issuance of Purchase Order, manufacturer/solution provider will be instructed to submit a completed Voluntary Product Accessibility Template (VPAT) or a demonstration of its product accessibility.

3.12 Data Security Standard Requirements

All college vendors or potential vendors who provide technology resources or services in the form of software, hardware, electronic content, or support documentation and services as well as those vendors who host and/or process College data in support of service offerings.

- Privacy and Data Protection

NOTE: Prior to issuance of Purchase Order, if use of offered software or services includes the cloud or off-site storage of College data, the manufacturer/service provider will be required to submit its latest SOC 2 Type 2 report and/or satisfactorily complete a security assessment questionnaire designated by Montgomery College IT Security Group personnel (assessment may be facilitated by a third party engaged by the College).

* REQUIRED: If multi-year purchase, the manufacturer/service provider will be required to provide its latest SOC2 Type 2 report and/or an updated security questionnaire within thirty (30) days prior to start of contract renewal period.

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Proposal Evaluation

4.1.1 Evaluation Process

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

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

4.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria: In order to be considered for award, bidders must achieve a minimum technical score of 75 points.

Description of Criteria	Point Value
Qualifications of Personnel: Including key personnel in support of the institution as required under the General Mandatory Requirements.	Max Points = 10
Overall Requirements: Contractor’s understanding of the requirements and the nature of work to be performed. To include, at a minimum, the quality and soundness of the offeror’s approach in supporting requirements of Montgomery College, including the contractor’s ability to provide certified professional services in support of the hardware and software being provided.	Max Points = 50
Past Performance: Assessed through References submitted per the requirements in Attachment A. Past performance includes but is not limited to, the quality of product delivered, ability to meet the specifications as defined, offeror’s record for on-time delivery, technical quality, cost control, demonstrated corrective actions, etc. Cited References must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation. References should include Higher Education Institutions or public-sector entities similar in size and mission to Montgomery College.	Max Points = 20
Clarity of Proposal: The Contractors response shall be evaluated based on clarity and conciseness of their response with how their proposed solution satisfies requirements specified in Section 3.	Max Points = 10
Value Added: Proposals will be evaluated taking into consideration the merit of additional Value-Added Features/Services/Options firms may propose to the benefit of Montgomery College.	Max Points = 10

Highest possible evaluation score

100

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SECTION 4 – PROPOSAL EVALUATION AND AWARD - continued

4.1.3 Technical Proposal

Statement of Qualifications, Understanding of Requirement, Past Performance, and Value-Added Services represent the technical proposal. Multiple awards will be made in the best interest of the College to multiple Offerors the can meet or exceed the terms, conditions, and specifications of this solicitation, and who meet the technical minimum evaluation points.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Organization

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offeror's are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Proposal Submittals

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

5.2.1 Technical Proposal

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

5.2.2 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications supporting all evaluation criteria listed in Section 4.1.2
- Completed Reference form (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment C)
- Acknowledgement of Receipt of Addenda (if applicable)

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SECTION 5 – PROPOSAL SUBMISSION-continued

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

5.2.3 Transmittal Letter

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

5.2.4 Statement of Qualifications

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

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

5.2.5 References

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

The proposal must include the names and telephone numbers of three references. Cited references must be able to confirm, without reservation, the Offeror's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

5.2.6 Subcontractors

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

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SECTION 5 – PROPOSAL SUBMISSION-continued

5.2.7 REVISED Price Proposal

The offeror will list the percentage discount from SELP (Standard Educational List Price) for each brand(s) or manufacturer(s) within the categories that they are authorized to sell. Offeror is encouraged to include additional brand(s) or manufacturer(s) not listed in the Price Proposal. Offeror shall also provide related labor categories, along with associated hourly rates for each.

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

5.3 Electronic Proposal Submission Instructions

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

All Offeror's proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **February 16, 2021**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to **RFP No. E521-017, IT Infrastructure Products and Services**

Email address: vendor.proposals@montgomerycollege.edu

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Proposal (RFP) bid number and title.

In addition to the electronic submission, one original hard copy proposal is also required. Hard copy proposal shall be delivered to the address listed below and must be received prior to contract award. Vendor proposal will not be rejected, if hardcopy is not received by the proposal submittal deadline; however, it must be received prior to contract award or sooner.

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

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

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

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

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SECTION 6– REVISED PRICE PROPOSAL

The offeror will list the percentage discount from SELP (Standard Educational List Price) for each brand(s) or manufacturer(s) within the categories that they are authorized to sell. Offeror is encouraged to include additional brand(s) or manufacturer(s) not listed in the Price Proposal.

Since the basis of pricing for any award resulting from this RFP will be based on a percentage discount from SELP, price increases (reducing the percentage discount from SELP price) will not be permitted during the contract term. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor’s awarded Contract.

The percentage discount from list price may be increased at any time, or for a limited period of time, or in response to a specific Task Order Request for Proposals/Quotes.

Category 1 – Network Hardware and Software		
<u>Brand or Manufacturer</u>	<u>Percentage Discount off SELP for New Products</u>	<u>Percentage Discount off SELP for Renewals/Support</u>
Juniper Networks	%	%
Dell	%	%
Check Point	%	%
Fortinet	%	%
IXIA	%	%
Tellabs	%	%
Cisco	%	%
F5	%	%
Brocade	%	%
Extreme Networks	%	%
Palo Alto Networks	%	%
Infoblox	%	%
Solarwinds	%	%
Aruba	%	%
Ciena	%	%
MRV	%	%
A10	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

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SECTION 6– REVISED PRICE PROPOSAL - continued

Category 2 – IT Security		
<u>Brand or Manufacturer</u>	<u>Percentage Discount off SELP for New Products</u>	<u>Percentage Discount off SELP for Renewals/Support</u>
A10	%	%
F5	%	%
Kenna Security	%	%
Tenable	%	%
Thycotic	%	%
Cisco	%	%
Splunk	%	%
Impulse/OPSWAT	%	%
CheckPoint	%	%
Varonis	%	%
ExtraHop	%	%
Awake Security	%	%
Trend Micro	%	%
Proof Point	%	%
IXIA	%	%
Palo Alto Networks	%	%
Fortinet	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

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Category 3 – Data Center Infrastructure

<u>Brand or Manufacturer</u>	<u>Percentage Discount off SELP for New Products</u>	<u>Percentage Discount off SELP for Renewals/Support</u>
APC	%	%
Mitsubishi	%	%
Kidde Fire Suppression Systems	%	%
	%	%
	%	%
	%	%
	%	%

Category 4 – Telecommunications

<u>Brand or Manufacturer</u>	<u>Percentage Discount off SELP for New Products</u>	<u>Percentage Discount off SELP for Renewals/Support</u>
Polycom	%	
RADware	%	
AdTran	%	
	%	
	%	
	%	
	%	

Category 5 – Systems and Storage

<u>Brand or Manufacturer</u>	<u>Percentage Discount off SELP for New Products</u>	<u>Percentage Discount off SELP for Renewals/Support</u>
HP	%	%
Dell/VMware	%	%
NetApp	%	%
Commvault	%	%
Cisco	%	%
RedHat Enterprise Linux	%	%
	%	%

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SECTION 6– REVISED PRICE PROPOSAL - continued

Please provide list of all offered labor categories associated with this contract, along with hourly rate for each.

<u>Category 6 – Labor</u>	
<u>Labor Category</u>	<u>Hourly Rate</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An award will be made in the best interest of the College.

Montgomery College is tax exempt, certification provided upon request

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

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

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ATTACHMENT A - REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONFLICT OF INTEREST STATEMENT

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

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

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ATTACHMENT C – CONTRACTOR INFORMATION FORM

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes No

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT D – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

CANCELLATION Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Vice President of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

CONFLICT OF INTEREST No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

CONTINGENT FEES Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

CONTRACTOR IDENTIFICATION Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NON-VISUAL ACCESS The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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ATTACHMENT F – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

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

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

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