

OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT  
SOFTWARE SOLUTION/SYSTEM  
RFP NUMBER: E521-021  
RFP CLOSING DATE: JANUARY 4, 2021



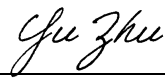
ADDENDUM #2

Issued: December 18, 2020

**ADDENDUM FOR THE PURPOSE OF:**

- To provide the attached questions and answers

**All other specifications, terms and conditions remain unchanged.**

 for  
\_\_\_\_\_  
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:** All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **January 4, 2021.**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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Vendor Questions	MC Response
1. Will there be an opportunity to present a live proposal to the Montgomery College evaluation team thought-out the course of the bid process?	Following the initial scoring by the evaluation committee respondents receiving the top three (3) highest technical scores will be invited to give a presentation of their proposed solutions and capabilities as part of the evaluation process.
2. How are donor gifts currently being processed at Montgomery College?	Please visit the foundation website to learn more about donations: <a href="https://www.montgomerycollege.edu/alumni-friends-donors/foundation/donate.html">https://www.montgomerycollege.edu/alumni-friends-donors/foundation/donate.html</a> .
3. Is there any expectation for the CRM to be able to access donor gifting information / history or process payment? If yes, what is Montgomery College's preferred payment processor?	Donor history/behavior: Yes.  Process payment: No.
4. What specific types of data are expected to be pulled from an integration with Ellucian Banner and/or Workday (if applicable)? Are there any other systems from which data may need to be?	Basic student contact records and registration status will be pulled from Banner.  No.
5. Aside from Ellucian Banner, what other systems are currently used to store and manage prospective student, current student, and alumni information? Will you need to migrate data from any of these systems into a future CRM? If so, what sort of data and what volume of records?	Not relevant to the scope of the project.  No.
6. Please describe the staff who expected to support the system following implementation - what roles do they currently serve, and what is their technical expertise with CRM (and specifically Salesforce)?	Marketing director, social media manager, CRM campaign strategist, student recruiting team.  No significant Salesforce experience.

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

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ADDENDUM #1

Issued: December 16, 2020

**ADDENDUM FOR THE PURPOSE OF:**

- To extend the Closing Date from **December 22, 2020 at 3:00 p.m.**, to **January 4, 2021 at 3:00 p.m.**
- To provide the attached questions and answers
- To delete Section 4: Proposal Evaluation and Award, and replace it with attached, **Revised Proposal Evaluation and Award**, which includes a product demonstration.

**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:** All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **January 4, 2021.**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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**RFP CLOSING DATE: JANUARY 4, 2021**

Vendor Questions	MC Response
1. Per Section 2.1: You have 50,000 students. Would this be the number of contacts you expect to start with (e.g. people you will send or receive messages to or from)? And how much growth do you expect over time?	This solution is intended for marketing to prospective students, which includes high school graduates, transfer students, alumni, and certain adult workforce students. We estimate about 10,000 active contacts will be in the database and expect only modest growth year to year.
2. Per Section 2.1: You indicate there are 3,100 staff. How many of those staff would be "users" of the CRM (e.g. people who would login to the system to create or send emails, run reports, update a contact's record for them)? Would you expect this to increase or decrease over time, and if so, by how much?	The users of the system would be limited to marketing, student recruitment, alumni, and advancement staff. We expect a total of about 20 people would need access.
3. Section 3, Page 16: What is the estimated number of SMS messages you expect to send per month? Do you intend to use MMS messaging, and if so, how many per month?	We expect that SMS messages would be sent only as needed to specific contacts based on behavior or certain conditions. We do not intend to send frequent text messages to all contacts. We have no plans to send MMS messages at this time.
4. Section 3, Page 17 indicates, "Must allow for 500,000 individual records with option to scale for additional records." What does this refer to? The number of records of interactions with your contacts?	This is simply an extreme possible number of contacts that could be accumulated over time.
5. Section 3, Page 18: Do you currently use voice services? Can you provide an estimate (number of minutes per month) of incoming and/or outgoing voice messaging?	Current plans do not include automated voice messaging. The College uses live voice calls to certain students during limited campaigns. Incoming voice messages would not be handled by the CRM solution.
6. Per Section 1.12, Do we attach a complete copy of the RFP as it was presented to us (along with any Addendum) to our proposal? In other words, are we to understand that referencing the RFP itself is not sufficient, so a blank copy of it would be included with our response?	Yes, the RFP Packet should be returned in its entirety. Failure to provide any of the items noted in Section(s) 1.12, & 5.2.2 may deem a proposal non-responsive.
7. We plan to send the hard copy of the proposal after we submit the electronic copy. Is there any concern about trying to get deliveries around the holidays? For example, are there any days the Office of Procurement will be closed to package delivery?	The College will be closed <b>December 24, 2020 through January 3, 2021.</b>
8. Regarding the hard copy of the proposal listed in Section 5: Do we need to separate the Price Proposal from the Technical Proposal, or should it all be included together?	Yes, one attachment shall include the <b>Technical Proposal</b> , and the second attachment shall include the <b>Price Proposal</b> .
9. How many users will need access to the platform? <ul style="list-style-type: none"> <li>▪ Can you outline the roles and access of these users?</li> </ul>	We expect 10 to 20 users will access the system.

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<ul style="list-style-type: none"> <li>▪ Will all users need the ability to create &amp; send marketing campaigns?</li> </ul>	<ul style="list-style-type: none"> <li>▪ Marketing director, campaign strategist, social media manager, recruiters.</li> <li>▪ No.</li> </ul>
<p>10. You mention the solution must “have capability to expand functionality to improve admissions application process, provide a single student self-service application and requirement tracking, and facilitate enrollment process (enrollment checklist).”</p> <ul style="list-style-type: none"> <li>▪ To confirm, this is part of a potential future phase/expansion of the project? It should not be priced and scoped in this response?</li> </ul>	<ul style="list-style-type: none"> <li>▪ Correct on both questions.</li> </ul>
<p>11. Solution must support use by multiple College offices with separate ownership/update rights to email lists, templates, and campaign materials, as well as global system administration.</p> <ul style="list-style-type: none"> <li>▪ Is separate ownership needed due to data privacy silos that need to be in place between departments?</li> <li>▪ How many “College units” will be included in the project?</li> <li>▪ Will contacts need to live in/exist across multiple departments/Colleges? (I.e. Will the same email/contact need to be stored across multiple Colleges?)</li> <li>▪ What functionality is needed at the ‘global system admin’ level?</li> </ul>	<ul style="list-style-type: none"> <li>▪ No.</li> <li>▪ Initially, two units.</li> <li>▪ All contact records should be available to all users at the college.</li> <li>▪ All system administration functions as would normally be granted in other software solutions.</li> </ul>
<p>12. Why has the MCC decided to make this investment and issue this RFP now?</p>	<p>MC is working to improve its student marketing and recruiting.</p>
<p>13. What are the goals of this engagement?</p>	<p>To select a CRM system for a year trial that we hope will inform us about a long-term solution.</p>
<p>14. What challenges is this engagement looking to solve?</p>	<p>Marketing automation that is customized for individual student prospects.</p>
<p>15. Please describe your decision making process for this RFP.</p>	<p>See new Revised Section 4: Proposal Evaluation and Award for specifics.</p>
<p>16. Is there a budget for this engagement that you can share?</p>	<p>This information is not available at this time.</p>
<p>17. Please share more about your timeline for selection, implementation, go-live,etc.</p>	<p>Selection and implementation are expected in early 2021.</p>
<p>18. Please confirm that a hard copy of our RFP response must be sent to the office. Please indicate your decision/award date so that we can ensure the hard copy arrives in advance.</p>	<p>In addition to the electronic submission, one original hard copy proposal is also required. Hard copy proposal shall be mailed/delivered to the address listed below and must be received prior to contract award. <b>Vendor proposal will not be rejected, if hardcopy is not</b></p>

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	<b>received by the proposal submittal deadline; however, it must be received prior to contract award or sooner.</b>
19. What capacity and infrastructure is in place for ongoing maintenance and management?	The college's marketing/communications and information technology teams are the primary managers of the solution.
20. Describe your rollout and launch process. Do you intend to roll this solution out to a small pilot group of organizations/programs?	The launch program depends on the chosen solution and vendor support.
21. What system(s) are you currently using for CRM and marketing?	The College has no current CRM or marketing automation systems.
22. What system(s) will be retired as a result of this project?	None.
23. Does the MCC currently use Salesforce? If so, please describe.	No.
24. How many users will be using the CRM?	See answers to question #9.
25. Please describe the business roles of the users. How will they use the solution, i.e. CRM? Marketing?	See answers to questions #9
26. How many different business units (i.e. colleges, teams, departments, etc.) will be using the solution? How many need to be set-up as a part of this engagement?	The communications and recruiting departments are primary users.
27. How many emails do you send in a given month?	Unknown.
28. How many email templates, forms and/or landing pages must be configured?	Initially, fewer than 10 email templates will be employed. Landing pages will be created in the college's Omni Update CMS.
29. Please describe any automation you require.	Please refer to the RFP.
30. Is set up of the integration with Ellucian and/or Workday in scope for this project?	Yes. Downloads of contact/student records from Ellucian Banner platform are required, as per the RFP.
31. Is data migration in scope? If yes, what volume of records must be migrated? What is the quality and cleanliness of the data?	Downloads of contact/student records from Ellucian Banner platform are required, as per the RFP. The database is very high quality.

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

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**SECTION 4 – REVISED 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 Offerors 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:

<b>Description of Criteria</b>	<b>Maximum Point Value</b>
4.1.2.1 Functional Requirements	35 (maximum available points)
4.1.2.2 Experience and Qualifications	10 (maximum available points)
4.1.2.3 Project Approach/Implementation	25 (maximum available points)
4.1.2.4 Demonstration	15 (maximum available points)
4.1.2.5 Price Proposal	15 (maximum available points)

**Highest possible evaluation score** **100**

**4.1.3 Technical Proposal**

Functionality, Statement of Qualifications, Past Performance, and Project Approach/Timeline represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**4.1.4 Presentation/Demonstration**

Following the initial scoring by the evaluation committee respondents receiving the top three (3) highest technical scores will be invited to give a presentation of their proposed solutions and capabilities as part of the evaluation process.



Office of Procurement  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO. E521-021**

**RFP TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE SOLUTION/SYSTEM**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time on **DECEMBER 22, 2020**.

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.

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

Patrick Johnson, MBA  
**Director of Procurement**

**NOTE: Prospective Offerors 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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**TABLE OF CONTENTS**

TITLE	PAGE
<b>SECTION 1 – PROPOSAL AND CONTRACT INFORMATION</b>	1-7
<b>SECTION 2 – BACKGROUND AND SCOPE OF SERVICES</b>	8-9
<b>SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS</b>	10-14
SECTION 3- CRM FUNCTIONAL FEATURES CHECKLIST	15-18
<b>SECTION 4 – PROPOSAL EVALUATION AND AWARD</b>	19
<b>SECTION 5 – PROPOSAL SUBMISSION</b>	20-22
<b>SECTION 6 – PRICE PROPOSAL</b>	23
ATTACHMENT A: REFERENCES	24
ATTACHMENT B: CONFLICT OF INTEREST STATEMENT	25
ATTACHMENT C: CONTRACTOR INFORMATION FORM	26
ATTACHMENT D: NO BID RESPONSE	27
ATTACHMENT E: GENERAL CONDITIONS AND INSTRUCTIONS	28-34
ATTACHMENT F: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	35

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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 a cloud-based advancement customer relationship management (CRM) software solution/system, 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 “Offerors” 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](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Proposal are due by **3:00 p.m., December 22, 2020** 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 **Cherree Adams, Purchasing Manager**, via e-mail to [cherree.adams@montgomerycollege.edu](mailto:cherree.adams@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, December 15, 2020**. 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 Offerors 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, Offerors 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 Offerors 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**

Offerors 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**

Offerors 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 Offerors 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 Offerors 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 Offerors services; or require a site visit to one or more of the Offerors 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 (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**

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**

An award will be made in the best interest of the College to the highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offerors will be based on Offeror qualifications, competitive pricing, 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 Offerors proposal, and the College purchase order will form the contract. Offerors 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 Offerors proposal. The College reserves the right to reject the Offerors contract form and terms and conditions.

**1.17 Contract Term**

The initial term of this contract will be a one (1) year trial period from date of award. 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.20 INSURANCE REQUIREMENTS**

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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. **E521-021**. 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](mailto:accountspayable@montgomerycollege.edu).

**1.26 Public Record and Proprietary Information**

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the MPIA, may be exempted from disclosure. Offerors must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary". It is not sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the MPIA. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

**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. Offerors 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 Family Educational Rights and Privacy Act**

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. The successful Contractor will be responsible for the protection of student information as it relates to this law. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

**1.29 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.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF SERVICES**

**2.1 Background**

Montgomery College is a public, fully accredited, two-year open-admission institution of higher education and is Maryland's second largest and second oldest community college. Founded in 1946, the College serves more than 50,000 students each year, through credit and non-credit programs, at non-residential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. Details are available at [www.montgomerycollege.edu](http://www.montgomerycollege.edu). To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

Over its 70-year history, the College has developed a wide range of successful educational programs, services, and outreach activities that benefit the County, State, and region. The most visible aspect of the College's mission is manifested by what happens in the classroom, but this progress depends upon a variety of support services and operations. Providing students with alternative scheduling and delivery models to fit their lives are key parts of that support.

We strive to understand, support and increase student, donor and alumni success and involvement. To successfully grow our institution, we need to successfully attract, retain and graduate the students that enroll at the College, converting them to lifelong MC constituents. This requires collaboration across many campus offices that communicate with students, donors and friends, via phone, letter, email and social media. At present, the management, communications and feedback mechanisms are often reliant upon manual queries, communications and reporting processes and tasks.

**2.2 Scope of Services and Deliverables**

The College seeks a cloud-based solution/system capable of providing customer relationship management (CRM) functions with marketing automation and campaign management for the marketing and recruiting of prospective students; via email and text (SMS) for the College's Advancement, Marketing, and Student Affairs teams. This is to be a one-year proof-of-concept trial. Beyond the initial term, at the sole option of the College, the contract may be renewed for four additional one-year terms.

**2.3 Project Approach/Timeline**

The Proposer should include in its response a sample work plan and proposed schedule showing tasks and time frames necessary to complete the scope of services.

To include but not limited to the following:

- Approach to scoping and conducting the project; efforts that may be needed to ensure a successful project; work and management methodology; activity coordination methodology and consideration of areas not addressed, but deemed essential to the effective conduct of the project.
- Any issues that your firm believes are critical to the project's success; a list of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP.
- Sample schedules and work plans indicating the tasks and time needed for each task to complete the scope of services; any assumptions made in the development of the schedule and work plan.
- Describe any particular challenges you foresee with this project and the plan to address them.
- List any cost effective and innovative ideas for delivering the project, and any other pertinent information relevant for consideration.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued**

**2.4 Project Management**

A Project Manager must be designated to the project, and an organizational chart showing the manager and all project staff must be included. Provide team members educational background and experience, including sub-consultants, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Include the qualifications of any outside consultants and associates that may be employed to assist on this project.

**2.5 Minimum Qualifications**

The Contractor 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.

**2.6 Contractors Responsibility for Employees/Subcontractors (if applicable)**

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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

**3.1 Past Experience Requirements**

- Must have five (5) years of relevant experience providing a customer relationship management solution/system in a higher education setting, with a preference to community colleges of similar size and scope.
- Proposer must provide documentation of experience and expertise with solution and ability to provide recommendation(s)
- The Offeror must provide three (3) references within the past three years that are capable of confirming the Offerors experience in providing the same or similar level of services.
- Offeror represents that by submitting a proposal, minimum qualifications, experience, and training are available to provide the required system and perform the required services.

**3.2 Integration with Student Information System Requirements**

The College currently uses Ellucian (Banner) system as its Advancement/SIS solution while recently transitioning to Workday for its HR/Finance database.

The offered solution must be flexible, so that it will integrate with contracted third party solutions (detailed in the following criteria) or offer adequate regular data exchange with those services.

**Currently, the College has two ERP systems with the following functions:**

- **Ellucian Banner** (Hosted on Premise with Oracle Database)
  - Student (Including Financial Aid)
  - Advancement
  - Finance
- **Workday** (Cloud Hosted SaaS)
  - Human Resources
  - Finance

**3.3 Offered Solution Narrative**

Proposers must provide detailed responses/information for each of the items listed below. Failure to provide this information may result in the disqualification of any submitted proposal.

**3.3a Platform Requirements**

The College is primarily seeking applications that are hosted, or Software as a Service (SaaS). Please provide any of the aforementioned platforms together with detailed hardware and/or software requirements of each environment.

**3.3b Security Standards**

As part of our Information Security best practices, please provide Service Organization Control (SOC) Reports and/or SSAE 16 Reports ([also see page 15](#)) in order for the College to gauge security of the datacenter where data will be stored and/or processed.

The solution vendor should demonstrate policies and data management systems that ensure compliance with General Data Protection Regulations (GDPR).

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

The solution vendor should demonstrate policies and data management systems that ensure compliance with the Family Educational Rights and Privacy Act (FERPA) to ensure protection of the privacy of student education records and related personally identifiable information.

The solution vendor should demonstrate its data security processes, disaster recovery protocols and data ownership policies to ensure that the College is the data owner and that the vendor will return the data to the College or destroy it upon termination of the contract.

Please provide information on how data is secured within the application from unauthorized access and during transmission.

**3.3c Disaster Recovery & Planning**

The College has taken steps to keep data loss at a minimum throughout the Organization. Please provide responses to the following:

- How does your company prevent data loss and what is the policy of data loss prevention?
- How often are data backups conducted?

**3.3d Data Integrity**

Describe how data integrity is maintained within the system to ensure that data is consistent and accurate.

**3.3e Authentication**

The College currently supports the following methods for single sign on:

- a. CAS
- b. SAML 2.0
- c. ADFS

Provide details on the single sign on methods which the system supports, together with the ability to bypass centralized authentication systems, if available

**3.3f Support**

Provide Responses to the following:

- Will the College require technical support staff to maintain the application? If yes, provide job responsibilities and skills required for the person or persons, together with workload hours per week.
- Describe the technical support available for administering your system. What are the hours of availability? What type of support is available (web, email, phone, chat, built in help features, FAQ)?
- Are there any maintenance windows? If yes, provide time and date of the window.

**3.3g Integration and/or Data Exchange**

Given the current state of applications at the College, this is considered the most important part of the requirement for the system. The system should be able to provide integration solutions for the following application:

- **Ellucian Banner** (On-premise at the College with Oracle backend)

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

The offered solution should easily import updated information (one-way from Banner to the CRM) about student prospect contacts, such as application submitted, application accepted, deposit submitted, etc., and this information should be reflected in the CRM solution. These events should be able to trigger campaign actions, such as sending an email from the CRM system or otherwise move a student prospect into and out of campaign flows.

The offered solution should be able to import a flat file CSV from Banner on a regular schedule using a secure file transfer protocol (SFTP) or comparable method. Data will need to be regularly updated and/or synchronized in the proposed system from the aforementioned application. Details on data points are available in the functional section of this document. If additional third-party solutions are required to provide aforementioned integration capabilities, include the solution as part of the proposal.

**3.3h User Interface**

Proposed system should inherently contain the following features:

- Mobile Interface
  - Mobile Friendly Web Page/Responsive Design
- Web User Interface
  - Discoverability: Users should be able to easily discover features and data
  - Search ability: A comprehensive search engine that can search on vast data points
  - Navigation: System should have a navigation design that is not confusing the end user
  - Easy to Read: Content should not be displayed in tight clusters
  - Include versions of all compatible browsers
- Dashboards to display key real-time metrics
- Must comply with Section 508 (ADA Accessibility Guidelines)
  - VPAT (Voluntary Product Accessibility Template)
- Customizable branding, i.e. Logo, color scheme, fonts.

**3.3i Record Management**

Offered solution should be capable of the following:

- Ability to manually and/or automatically purge and/or archive records
- Unlimited storage capacity of the CRM system related to record retention

**3.3j Email Deliverability**

- If service provider, the provider accepts responsibility for maintaining relationships with ISPs and providing assistance on any deliverability issues
- Vendor assists with troubleshooting and resolving whitelist issues that prevent external and internal audiences from receiving Montgomery College emails

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

**3.3k Email Reporting**

- Ability to monitor messages as they move through the queue from draft to sent
- Ability to compare metrics from different campaigns within the tool to determine trends and patterns, enabling user to adjust future email campaigns based on the findings
- Ability to integrate reporting with Google Analytics and/or other analytics platforms
- Ability to track and export statistics, including, but not limited to:
  - Successfully sent
  - Undeliverable
  - Hard and soft bounces
  - Exportable bounce logs
  - Unsubscribe rates
  - Unique/total open rates
  - Read receipts
  - Unique/total click rates
  - Forwards to other people
  - Complaints
  - Hyperlinks tracking
  - Error logs, if applicable
- Ability to print subscriber and unsubscribe lists
- Ability to track sent and pending emails
- Ability to export, download, or print reports
- Ability to produce summary charts such as pie charts, etc.
- Ability to create customized reports
- Ability to report on number of emails:
  - Sent by College offices during a specified time frame
  - Sent to unique recipients during a specified time frame

**3.4 System Implementation**

Please explain the implementation strategy that you will utilize for the proposed solution. The response should include, but not limited to the following:

1. On-site coordination and support services, best practices, consulting options and professional services.
2. Implementation timelines.
3. Identify third-party vendors involved in the implementation process, if any. Describe the relationship including associated costs.
4. Provide a sample project plan for implementation of the solution at the College.
5. Outline the staffing composition as well as experience of the implementation team comprised of College and vendor staff, vendor roles (skillset, responsibilities, past implementation experience, and availability to the College), and proposed hours required from the team for a successful implementation.

**3.5 Training**

Outline training requirements, skillsets needed during the implementation process and post go-live. In addition, describe the proposed training. Provide training programs for both technical and functional personnel, along with training format, i.e., online, in-person, etc.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

1. Contractor shall provide a timeline of the steps in the implementation process, inclusive of training. This timeline shall include both the timeline of steps to be provided by the Contractor and the timeline of steps to be provided by the College.
2. Contractor shall define its expectation of the College and institutional assistance during the implementation process (key employees, institutional tasks/customizations).
3. Contractor shall provide a designated trainer(s) to be available to provide training through the implementation of the solution.
4. Contractor shall provide all training material(s).
5. Contractor's training shall cover the CRM system and System Administrator tasks for establishing/removing access privileges, configuring the system to the College's needs and other necessary subjects to successfully maintain the system.
6. Contractor shall provide continued and unlimited ongoing training for new or updated features on an annual basis as needed.
7. Contractor's continued or unlimited ongoing training options should include onsite, live online, or web based options.
8. Contractor's training shall not be considered complete until such time as the College agrees that the solution is fully operational and each designated system user has shown the ability to successfully gain access to and operate the solution.

**3.6 Customer Service Requirements**

1. Contractor shall provide technical support and customer service both online or via a toll-free telephone number.
2. Contractor shall provide real time assistance that is available Monday through Friday.
3. Contractor shall provide escalated support and assistance that if there is a system failure that causes the system to become unusable or disables access to the system.

**3.7 Post-Implementation**

- How is the management and organization of on-going support/contact with your clients?
- What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
- Describe the technical support available for administering your system. What are the hours of availability? What type of support is available (web, email, phone, chat, built in help features, FAQ)?
- Are there any maintenance windows? If yes, please provide time and date of the window.
- Briefly describe your recommended strategy for Montgomery College staffing needs to properly support your product after implementation to ensure product success
- How often is the software updated and releases made available?
  - Are these patches / updates / releases included as part of the contract?

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

**3.8 Data Security Standard**

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 contract award**, if use of offered software or services includes the cloud or off-site storage of College data, bidding firms will be required to satisfactorily complete (as determined by Montgomery College IT Security Group personnel) an associated questionnaire on security and privacy controls, and/or provide its latest SOC 2 report. The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or its latest SOC 2 report.

**\*MANDATORY REQUIREMENT:** If multi-year contract, a satisfactory SOC 2 report or completed questionnaire is required and must be submitted within ten (10) days prior to start of contract renewal period.

**3.9 Technology 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 contract award**, the highest ranked bidder will be instructed to submit a completed Voluntary Product Accessibility Template (VPAT) or a demonstration of its product accessibility. The College reserves the right to disqualify any bidding firm that fails to provide completed VPAT or a product accessibility demonstration.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

**3.10 Functional Requirements/Specifications**

**CRM FUNCTIONAL FEATURES CHECKLIST** - Bidder must answer “Yes” or “No” to each requirement as to the firm’s ability to meet that particular requirement.

Required Features for Cloud-Based CRM Solution/System Responses must be included in the proposal	Meets Requirement (Y or N)
The system should have the ability to segment prospect lists and tag prospects with multiple, customizable tags.	
The system should facilitate the creation of customizable, automated (scheduled) workflows that will send communications to target audiences based on a variety of parameters, such as student prospect behavior, time since last interaction, intended course of study, and more.	
The system should have a modern, web-based user interface that can be accessed simultaneously by multiple users at the College, including staff from marketing, recruiting, and advancement.	
The system should have a modern, web-based user interface that can be accessed simultaneously by multiple users at the College, including staff from marketing, recruiting, and advancement.	
The system should have the ability to send broadcast emails and text messages to target audiences, manually or automatically according to set parameters.	
The system should have tools and templates for building HTML, mobile responsive, college-branded emails that can be incorporated in marketing campaigns.	
The system should be able to automatically send email messages with A/B testing that optimizes message content based on variables such as sender, subject line, or email content.	
Offered CRM software solution must include robust reporting tools, both pre-set and fully customizable reports that reflect the full functionality of the proposed system. Reporting would reflect the campaign status, student prospect status (conversions), recommended campaign or recruiting actions, and other analytics.	
While primarily intended for new student prospect marketing and recruiting, the system should allow its use in marketing/recruiting to prior students for additional education, as well as outreach to alumni and donors. Therefore, the system should easily facilitate the appropriate segment tagging of contacts (donor, former student, etc.) and creation of specific workflows for those audience segments.	
Capture and record prospect contact information.	
Create customizable tags for contact records (prospects).	
Send coordinated email and SMS communications.	
Deliver targeted messages according to segmentation, with ability to group prospects by educational interest, behavior, age, recruiting/nurturing stage, and more.	
Build mobile-friendly responsive emails with a simple-to-use drag-and-drop editor.	
Customizable templates and workflow automation. Set communications to send automatically based on user actions, time, etc.	
Prepare messages in advance and schedule them to send in the future.	
Ability to track communication made with an individual, including date and time stamp, and communication description, and status of the item.	
Ability to upload documents to constituents’ records such as PDF or MSWord documents.	

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

Segmentation, automation, reporting, and people profiles. Offer web-based/online inquiry forms that are actionable.	
Chat with prospective students and send files and images through email, SMS, the Internet and other platforms.	
Ability to identify duplicate records (offer alerts if duplicating records upon creation of new records).	
Evaluation criteria to determine a prospect’s likelihood of involvement and trigger targeted responses or actions.	
Ability to scan and associate image, data, document files to individual records.	
Ability to track communications (mailings, emails, invitations) received by advancement constituents.	
Must allow for unlimited emails per month.	
Must allow for 500,000 individual records with option to scale for additional records.	
Solution must support use by multiple College offices with separate ownership/update rights to email lists, templates, and campaign materials, as well as global system administration.	
Ability to limit add/update/delete rights to a contact list to a specified College unit designated as the owner.	
Ability to limit view rights to specific portions of records to a specified College unit designated as the owner for legal/privacy reasons.	
Ability to import and export email lists from another system and/or from purchased lists (csv or/and XML).	
Automatically compare imported lists against the unsubscribed to prevent mailing to opt-outs.	
Ability to manually enter email addresses to email lists.	
No restriction on number of or size of email lists.	
Search for and automatically delete duplicate email addresses upon entry or updates to email addresses.	
Automatically handle unsubscribe requests; tracks a record of the unsubscribe request and automatically removes unsubscribed addresses from the College email lists as designated by the recipient.	
Provides an option to add data fields to the email.	
Multi-category support – to enable the organization of contact lists into categories and sub-categories (i.e., based on an attribute so that a particular group can be targeted for an email campaign).	
Enable opt-in or opt-out from a central web link hosted by either the solution provider or College.	
Enable a recipient to opt-out of a list with a link within the email message or, alternatively, change frequency of email receipt.	
Ability to track [and limit?] the number of times a given subscriber has been mailed to in a given time period with the ability to pull reports on this.	
Emails sent by system appear to be “From” a customized College email address. System allows multiple “From” accounts to be used for different campaigns.	
Ability to test e-mails for Section 508 compliance.	

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 3 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS -continued**

Enable the College units to administer their own contact lists.	
Support links to web locations within profiles.	
Ability to assign various access levels. <ul style="list-style-type: none"> <li>○ Access   Permissions   Security Access, permissions and security are always a key concern, especially with the potential number of users of the system, as well as the extent to which users should have access to view, create, edit or delete data/content</li> </ul>	
Spam Filters – Ability to test and score the finished email campaign to see if any email servers will flag it as SPAM.	
Ability to create an alias from which you can send your email campaign.	
Ability for the user to send a test email to ensure that the final draft is correct before sending it to the contact list.	
Handling of bounces by automatically resending the emails; and/or enabling manual resend; and/or notify sender about bounce back.	
Ability to set up email filtering – that is, ability to establish an exclusion list.	
Archive of emails for future use.	
Capability to detect duplicate mailings of the same email to the same address – to ensure that it is not sent more than once.	
Have capability to expand functionality to improve admissions application process, provide a single student self-service application and requirement tracking, and facilitate enrollment process (enrollment checklist).	
Have capability to expand functionality for scheduling and tracking direct communication plans (acceptance letter/email, payment reminders, wait-listing notifications etc.).	
Have capability to expand functionality to increase <i>retention</i> of students through more personalized and directed communications; utilizing modes of communications (text/voice/email) preferred by individual students.	
Ability to capture additional data, such as, emergency contact Information, test scores and upload documents.	

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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 Offerors 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:

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
4.1.2.1 Functional Requirements	40 (maximum available points)
4.1.2.2 Experience and Qualifications	15 (maximum available points)
4.1.2.3 Project Approach/Implementation	30 (maximum available points)
4.1.2.4 Price Proposal	15 (maximum available points)

**Highest possible evaluation score** **100**

**4.1.3 Technical Proposal**

Functionality, Statement of Qualifications, Past Performance, and Project Approach/Timeline represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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 Offerors capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offerors 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 Offerors capabilities.

**5.2.2 Include in Technical Proposal the following:**

- Transmittal Letter
- Statement of Qualifications
- Project Approach & Timelines
- 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)
- CRM Features Checklist (Section 3-3.10)

**Offerors Proposal shall be organized in the following manner:**

**5.2.3 Transmittal Letter**

The transmittal letter must be prepared on the Offerors 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 Offerors understanding of the College's requirements; and demonstrate the Offerors 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. Offerors 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
- Offerors corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 5 – PROPOSAL SUBMISSION-continued**

**5.2.5 Project Approach and Timelines**

Offeror shall submit a project approach, detailing assessment process. Approach must include completion timelines consistent with the completion date of the project. Specific plans and methodology for providing the required services (see Section 2.3).

**5.2.6 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 Offerors 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 Offerors 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 Offerors services; and to require a site visit to one or more of the Offerors reference locations.

**5.2.7 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.

**5.2.8 Price Proposal**

The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement.

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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 5 – PROPOSAL SUBMISSION-continued**

**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 Offerors 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 **December 22, 2020**. 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. E521-021, Cloud-Based Customer Relationship Management Software Solution/System**.”

Email address: [vendor.proposals@montgomerycollege.edu](mailto: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 mailed/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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**SECTION 6– PRICE PROPOSAL**

This section is used to describe all costs for the acquisition, implementation, operation, maintenance, licensing and use of the proposed solution. The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement.

Line	Description	Cost
<b>Cloud-Based Customer Relationship Management Solution/ System</b>		
1	Implementation/Deployment/Training (Year 1) includes software implementation, year one software license, and associated annual support	\$
2	License/Hosting/Maintenance Support/Upgrades Fee (Year 2)	\$
3	License/Hosting/Maintenance Support/Upgrades Fee (Year 3)	\$
4	License/Hosting/Maintenance Support/Upgrades Fee (Year 4)	\$
5	License/Hosting/Maintenance Support/Upgrades Fee (Year 5)	\$
	<b>GRAND 5-YR TOTAL</b>	\$

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 Offerors omission. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

**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.

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

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Title \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT A - REFERENCES**

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

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

<b>REFERENCE 3</b>	
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 Offerors ability to provide the services requested in this RFP.

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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:	

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

**ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: CLOUD-BASED ADVANCEMENT CUSTOMER RELATIONSHIP MANAGEMENT**  
**SOFTWARE SOLUTION/SYSTEM**  
**RFP NUMBER: E521-021**  
**RFP CLOSING DATE AND TIME: DECEMBER 22, 2020 @ 3:00 PM**

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