

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL TITLE: INFORMATION TECHNOLOGY STAFFING AND CONSULTING SERVICES
RFP NUMBER: E523-011
RFP CLOSING DATE AND TIME: APRIL 19, 2023 @ 3:00 PM



ADDENDUM #4

Issued: April 17, 2023

ADDENDUM FOR THE PURPOSE OF:

- To provide the attached questions and answers

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** by 3:00pm Eastern Daylight Time (EDT) on **April 19, 2023**.

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

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ADDENDUM #4

Vendor Questions	MC Response
In addition to Required Proposal Submittals in 6.2 do we also need to address each item (3.1 to 3.27) from SECTION 3 – QUALIFICATIONS AND GENERAL REQUIREMENTS? If not all, which section do we need to address from Section 3? Or do we only need to respond to items mentioned in Required Proposal Submittals?	Section three are requirements only, which awarded contractors must adhere.
What is the budget of this contract?	Not Available
Are there any incumbents?	Yes, 38 firms are awarded current contract; see addendum 2 for company names.
Is this a new initiative or a rebid?	Rebid; current contract expires on 6/30/2023.
How many awards College is intending to make?	Up to three per functional area.
Is this a cooperative contract? (No)	No

*****END OF QUESTIONS AND ANSWERS*****

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ADDENDUM #3

Issued: April 7, 2023

ADDENDUM FOR THE PURPOSE OF:

- To provide the attached, revised "Requirements Checklist".

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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ATTACHMENT A1

REVISED REQUIREMENTS CHECKLIST

Instructions to Bidders: Each bidder must meet the requirements as listed below. Enter Yes or No next to each requirement. A **Yes** confirms that your company does meet this requirement. A **No** confirms that your company does not meet this requirement.

REQUIREMENTS:	YES OR NO
Bidder possess a minimum of five (5) years of experience providing services as required in this RFP for staffing and/or projects of similar size and scope to MC's?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder is licensed to do business in the state of Maryland?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder has experience in Information Technology (IT) staff augmentation and/or project-based consulting services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

 **Note:** Requirements Checklist revised to withdraw higher education mandatory experience requirement.

Any individual hired contractor who works at Montgomery College must have the necessary required educational/qualifications/license to provide services. Documentation of such must be available to Montgomery College upon request.

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ADDENDUM #2

Issued: April 4, 2023

ADDENDUM FOR THE PURPOSE OF:

- To provide the attached questions and answers
- To extend the Closing Date, from April 12, 2023 at 3:00 p.m., to April 19, 2023 at 3:00 p.m.

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

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Vendor Questions	MC Response
1. Should we provide sample resumes for all labor categories listed per each functional area we bid on or can we submit a few labor categories that gives the Montgomery College insight on our capabilities and quality of resources?	For the purposes of this RFP, and as part of their response, proposers must provide sample resumes for contractors in each functional area, they are <u>proposing</u> . If a functional area has six categories, then six resumes are expected. Sample resumes are just that “ sample ”; no real names or information is needed, just a sample of a resume, redaction is acceptable.
2. Is this a new assignment? If not, who are the incumbents?	This is a Rebid. The current contract for these services expires, June 30, 2023. There were thirty-nine awardees. See attached incumbent list.
3. Is there an estimate of the number of resources Montgomery College plans to request per each labor category or functional area?	An estimate is not available, it will be based on need.
4. Our Contracts team reviewed the Terms and conditions and need clarification on following clause: Acceptance Period; 90-day guaranty.	The language does not state that contractor would not be paid for 90 days’ worth of work. It only speaks to termination based on non-performance.
5. Does the College Expect to hire 3, 6, 12 months or longer?	It will depend on the needs of the College.
6. What percentage of work is expected to be onsite vs remote?	The decision will be made by MC’s hiring manager.
7. Citizenship Expectations? Citizen, Green Card or H1B Visa	The hired Contractor must be authorized to work in the United States. Documents that Establish Both Identity and Employment Authorization are required.
8. Any vaccination requirements or validations required as of March 2023?	No, not at this time.
9. Parking Permit – what is the cost for a contractor? Per week/per month etc.? What percentage do you expect resources to travel between sites?	For hired Contractors the annual parking is \$150. Limited if any.
10. Please explain “Call-Out”. Example of a Call Out.	The College to the best of its ability will provided forty-eight-hour notice of cancellation for scheduled work day or termination of hired Contractor.
11. Please share all documents that may need to be signed by the personnel (Confidentiality Agreements, NDA, etc.)	A sample of the non-disclosure agreement is attached at the end of questions and answers section.
12. Please confirm the Statement. Is this converting a Montgomery College temporary employee to a Contractor. Or Contractor Personnel to Montgomery Employee. If it is: “Montgomery College temporary employee to a Contractor” please explain this situation, and how many people might be included in this.	If Montgomery College has a casual temporary hire working at the college, we may want to transfer that person to become an employee at the staffing agency. The College would then hire that person as a temp through the staffing agency. Unable to predict at this time the number of casual temp staff this might include.

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13. "Forms Acknowledging the loan of College equipment" Please share this form.	The form is called: "Receipt of Mobile Computing Device", a copy attached at the end of questions and answers section.
14. When should we expect to hear the results for this RFP?	Late May to early June. The contract requires approval from the College's Board of Trustees before the actual award(s) can be made. The board meeting will be held, June 21, 2023.
15. Per your RFP, we will need prior written approval to subcontract for any staffing engagement. Can you please acknowledge we are OK to subcontract for payroll purposes?	If using a subcontractor, the College will review and approve if the vendor is awarded the contract.
16. Will the consultant need to work after-hours? How often?	Please refer to section 3.13 of the RFP document for working hours.
17. What is your current and complete vaccination policy? Regarding Covid, are there vaccination or PPE requirements?	Effective January 1, 2023, masks are optional in all MC locations. Vaccination is not required for students, employees, contractors, and visitors to be present on campus. Visit MC's COVID 19 website for additional information. https://www.montgomerycollege.edu/offices/public-safety-health-emergency-management/public-health-and-environmental-safety/covid-19/index.html
18. 1. What is the certification and education requirement for each position? 2. How many interviews will MC conduct for these resources? (Onsite interview or video interview?)	1. See Section 4, Functional Areas. Educational and experience requirements are listed for each functional area. 2. MC hiring managers will review resumes and schedule interviews with qualified candidates accordingly. The hiring manager will make the decision if interview(s) will be conducted onsite or virtual.
19. Is a standard background check sufficient or is a more extensive background check required? Is fingerprint also a background check requirement? Is drug testing required? Education verification?	The awarded Contractor shall certify that background checks/reference, fingerprinting, education verification, including local and nationwide criminal database and sex offender registry has been conducted and results deemed satisfactory on all temporary personnel assigned to MC.
20. Would you allow multiple POC as backups?	Yes.
21. What will make a successful candidate for these positions? (Please include soft skills and technical skills)	See Section 4, Functional Areas. Educational and experience requirements are listed for each functional area.
22. Will we be allowed to work directly with the hiring managers on these positions?	Yes.
23. Do you have a tiered system and how is performance being measure (is it by the 72-hour submittal mark?)	How well a hired Contractor is performing is determined by MC's hiring manager(s).
24. Historically, what is the average amount of requisitions needs you would have in 12-month duration?	Historical data is not available. It will depend on the need of the College.
25. What is your current IT team size?	Estimate 100 -150 employees & contractors. There are 38 positions in the Infrastructure and Engineering Services group in IT.

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26. In Attachment F – General Conditions and Instructions, Termination for Default, will Montgomery College confirm that contractor is still entitled to payment for services accepted by Montgomery College and/or payments made prior to the date of termination?	Yes.
27. Section 3.2 Experience and Past Performance: Will the experience and past performance of subcontractor’s be accepted?	Yes, if using a subcontractor, the College will review and approve if the vendor is awarded the contract.
28. Section 1.2 Electronic Bid Submittal Due Date: In light of questions due on 03-27 and subsequent answers posted, which only leaves a maximum of 4 business days until the due date, would it be possible to grant an extension?	The RFP closing date has been extended to April 19, 2023.
29. Can you please provide guidance on which section of the proposal the resumes should be included under? We assume resumes will be included under 6.2.4 Statement of Qualifications, but if you would please confirm, it would be greatly appreciated.	Placement of documents is up to the Bidder’s discretion. Section 6.2.4, Statement of Qualifications; refers to a statement of the Offeror’s qualifications which should include the following: Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Resumes can be submitted at your discretion.
30. 1. Is there a designated set-aside percentage for this vehicle i.e., SDBE? 2. Are subcontractors allowed? If so, are any affidavits required? 3. Are JVs allowed i.e., two women-owned firms? If so, are both firms to offer references or only three in total?	1. No. 2. Yes, if using a subcontractor, the College will review and approve if the vendor is awarded the contract. Affidavits are not required. 3. Yes, JVs are allowed; however, Offeror must provide separate proposals and separate references.
31. 1. What are the historical volumes of spending annually in the program? 2. Are there any incumbent companies that currently provide these services to the agency? If yes, who are they? 3. Is there any forecasted/approved budget for this opportunity?	1. The current contract was awarded in 2018, and was barely utilized during first two years, and used very little during COVID. Spend to date will not provide an accurate picture of anticipated future spend. Total estimated spend from 2018 thru 2023 is around \$1,210,867.00. 2. Yes, currently, 22 nd Century, Data Networks, LanceSoft, & TEKsystems. 3. Budget is based on allocated funding.
32. 1. We are registered in Delaware. Can we bid for the project? 2. If we are awarded the contract can we register in state of Maryland and do other formalities.	1. The Contractor must be registered to do business in the state of Maryland at time of proposal submittal. Each bidder must meet all of the requirements to move to the next stage of the evaluation. 2. See answer above.
33. Are we allowed to team up with another company to submit a combined proposal for this RFP? If yes then, can either company’s certification (such as minority) and past performance qualify against the requirements? Or do each of the team members have to meet the requirements individually?	Yes, proposing firms can team up; however, resultant purchase orders will only be issued to the “lead” proposing firm.

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<p>34. 1. Are all sample resumes intended to be W2 employees of the firm responding to the RFP? 2. Are all positions on-site, remote, or hybrid? 3. Is there any anticipated travel between campus sites? 4. Are rates intended to be fully loaded or will inter-site travel be billable? 5. Do sample resumes need to include full names and contact information, or can that information be redacted?</p>	<p>1. No. 2. The decision will be made by MC’s hiring manager. 3. Limited if any. 4. Rates offered are to be the billable hourly rate the College would be charged. The College will not pay travel cost for the hired contractor. 5. Sample resumes are just that “sample”; no real names or information is needed, redaction is acceptable.</p>
<p>35. 1. Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services. 2. Can you please let us know the previous spending of this contract? 3. Please confirm if we can get the proposals or pricing of the incumbent(s). 4. Are there any pain points or issues with the current vendor(s)? 5. Please confirm the anticipated number of awards.</p>	<p>1. No, see the attached list of incumbents. 2. See answer under question number 34. 3. Incumbent hourly rates are considered confidential. Vendor proposals are not available at this time. 4. No, pain points. 5. Up to three contracts will be awarded for each Functional Area.</p>
<p>36. Our company is currently providing services to Montgomery College under Master Agreement #91372 between the University System of Maryland (USM)/ Maryland Educational Enterprise Consortium (MEEC). Is it possible to provide services under this contract and under the contract resulting from this RFP?</p>	<p>Yes.</p>
<p>37. Do we need to submit ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE? It has vendor information section on page 52.</p>	<p>No.</p>
<p>38. 1. Is remote work Permitted? 2. Is there any requirement for any services to be provided onsite? If so, what is the process of reimbursement? 3. Estimated Project Budget? 4. Is the entity bound to accept the lowest bid? 5. Would you be able list the current incumbents? If so, some insight on the shortcomings of the current incumbents?</p>	<p>1. Yes. 2. Onsite services may be required. Rates offered are to be the billable hourly rate the College would be charged. The College will not pay travel cost for the hired contractor. 3. See answer under question number 34. 4. No. 5. See the attached list of incumbents. No, shortcomings.</p>
<p>39. 1. Section 3.3 Approach of the RFP states, “For the purposes of this RFP, and as part of their response, proposers must provide sample resumes for contractors in each functional area they are proposing.” Can you please clarify if sample resumes are required for all labor categories/positions within a proposed functional area? 2. In addition, can you please provide guidance on which section of the proposal the resumes should be included under? We assume resumes will be included under 6.2.4 Statement of Qualifications,</p>	<p>1. As the RFP states; proposers must provide sample resumes for contractors in each functional area they are proposing. 2. Section 6.2.4, Statement of Qualifications; refers to a statement of the Offeror’s qualifications which should include the following: Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Resumes can be submitted at your discretion.</p>

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but if you would please confirm, it would be greatly appreciated.	
40. The RFP states: “The Contractor will be given up to seventy-two (72) hours of the request to provide suitable candidates.” Does this mean candidates’ resumes and information must be provided within 72 hours, or should candidates be available for work within 72 hours?	Potential recommended candidate resumes to be provided within 72 hours of a request if possible.
41. Does Attachment F, General Conditions and Instructions, require a signature to agree to its terms and conditions?	See Attachment D “Contractor Information Form”, item C.4 of the RFP.
42. Section 4, Pages 17 through 19, of the RFP describes Functional Area 1 labor categories and qualifications. On page 18 through 19, the Project Manager (PM) requirements are listed under the Technology Project Management heading. The PM requirements are Bachelor’s Degree and Project management certification. Are there similar educational and certification requirements for the Strategic Planning Assistance, Risk Assessment Analysis, and Business Process Reengineering (BPR) positions?	Some positions may not have the educational requirements listed, but may be highly desirable in some cases.
43. Is the College good with offshore resources providing support?	3. It depends if the hired contractor is required to work onsite. The determination is made by MC’s hiring manager and the needs of the College.
44. 1. Do we need to provide the COI with our proposal? 2. Do we need to provide the hourly rates including markup or excluding markup?	1. Certificate of insurance is due within seven (7) days of notice of award. 2. The price(s) offered on the Price Proposal must include all charges and costs including travel and/or other reimbursable costs incurred in the delivery of this procurement.
45. Can proposers use state and local government experience in lieu of higher ed experience? 51. Do all references have to be from higher ed institution?	Yes. No.
46. Is this a cooperative contract?	No.
47. When is the anticipated start date for this project?	The initial contract term is July 1, 2023 thru June 30, 2024.
48. 1. Is the anticipation for the staffed role to function as an adjunct professor? 2. Is this role designed to serve students directly or consult with those in the College Administrative Office? 3. How often will the consultant meet with staff or students? 4. Could this role function virtually or is it anticipated to be in person?	1. No. The temporary positions would be within the department of information technology. 2. Certain positions may require limited interaction with the College community. 3. Consultant will meet with staff and/or students on an as needed basis. 4. Remote Work is permitted at the discretion of the hiring manager.
49. How many points does the pricing yield for this solicitation?	See Section 5, Evaluation and Award, 5.1.2.
50. How many contractors currently at MC?	Estimated total 10 to 20.
51. Will MC accept electronic/digital signatures for the required forms?	Yes.

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<p>52. Page 7 of the RFP under section 1.27 Public Record and Proprietary Information, "Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests." If we want to provide a redacted version, should it be included with our submission or will vendors be notified and allowed at a later time to provide a redacted version if a request is made for disclosing submitted proposals?</p>	<p>Vendors would be notified and allowed at a later time to provide a redacted version if a request is made for an Offerors proposal.</p>
<p>53. In Attachment C, Non-Debarment Acknowledgement it has a "witness name and title" signature line. Is this document meant to be notarized?</p>	<p>No.</p>
<p>54. In Attachment D, Contractor Information Form it states, "C.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." How should vendors submit exceptions/redlines? Can we add an attachment to the Attachment D form listing exceptions/redlines if space is needed?</p>	<p>Yes.</p>
<p>55. Pg. 10, Section 3.5 Designated Account Manager/Recruiter, MC is asking for us to name the key Account Manager/Recruiter and indicate other key personnel. Confirming that the only resume here being requested is of the proposed Account Manager/Recruiter?</p>	<p>Yes.</p>
<p>56. Section 3 – 3.8 Placement Assurance. Can you clarify that a contractor will not have more than 72hrs to provide suitable candidates for an opportunity? Does that time mean having suitable candidate resumes for backfilling/staffing the position or the onboarding process of a new candidate in a 72hr turnaround time which provides not much flexibility?</p>	<p>Potential recommended candidate resumes to be provided within 72 hours of a request if possible.</p>
<p>57. Section 3 – 3.13 Work Hours. The nationally observed 8 holidays listed (64hrs) are accounted for as standard. What are the average days off total for Spring and Christmas/Winter Break (>80hrs hrs. total)?</p>	<p>March 17: Spring break; College closed. December 23–January 1: Winter break; College closed.</p>
<p>58. Section 3 – 3.15 Termination/Replacement Staff. Can you clarify if the contract vendor will be notified prior any concerns of staff not fulfilling their responsibility prior termination? This allows the contractor to take any performance improvement measures with employed staff at question.</p>	<p>Yes, the vendor would be notified with any concerns by the hiring manager if the hired contractor is not fulfilling their responsibility.</p>
<p>59. Section 3 – 3.18 Placement of MC Temp Employees. Can you clarify the discount requirement for hiring either graduate/current MC employees for temporary employment? Is there a standard discount that is required or standard?</p>	<p>Transition discount percentage can be applied to the initially requested term. If a discount is to be offered it is determined by the Vendor.</p>

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<p>60. 1. Is there any preference given to the local vendors? 2. Is a bid re-compete of an ongoing contract? If yes, then please share the details of the incumbent? 3. How many vendors does the agency intend to award?</p>	<p>1. No preference is given. 2. See attached incumbent list. 3. Up to three contracts will be awarded for each functional area.</p>
<p>61. 1. Do you need actual resume or sample resume or just pricing? 2. Can we provide commercial references? 3. Can you also provide prices or the awarded proposals of ongoing contract? 4. Can you provide previous awarded proposals? 5. Do you need references related to the k-12 or schools or university? 6. Do you need MBE certified firm specifically in state of Maryland?</p>	<p>1. Both 2. Yes. 3. Incumbent hourly rates are considered confidential. 4. Vendor proposals are not available at this time. 5. The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror’s experience in providing the same or similar level of services. Experience providing services to higher education institutions of similar size and scope to Montgomery College is highly desirable. 6. MBE is not a requirement.</p>
<p>62. What is the work location of the proposed candidates?</p>	<p>It depends were the need is, but most likely Central Services Building in Rockville.</p>
<p>63. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?</p>	<p>Subcontracting is not mandatory.</p>
<p>64. 1. How many requisitions were filled in the previous contract? How many requisitions will be required per year or throughout the contract? 2. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets? 3. Can we provide hourly rate ranges for the given positions? 4. Are there any mandated Paid Time Off, Vacation, etc.?</p>	<p>1. See answer under question number 34. Unknown. 2. See Section 3, 3.6 of RFP on staffing request. 3. See Section 7 of RFP, Price Proposal. 4. See Section 3, 3.13, work hours.</p>
<p>65. How many positions has the College requested in the last 3 years? What has been the average or typical duration (in days, months, or hours) for positions requested in the past?</p>	<p>See answer under question number 34. Duration of assignments vary.</p>
<p>66. What percentage of temporary personnel has the College converted to full time employees in the past?</p>	<p>None, under the current contract.</p>
<p>67. 1. What is the required response time from when the College makes a request for a temporary contractor to when a vendor is expected provide candidates? 2. How will the College choose a candidate from one the awarded vendors? Since, vendors will have different rates and candidates with different skills and experience.</p>	<p>1. See Section 3, 3.6 of RFP staffing request. 2. It depends on the availability of qualified/experienced candidates presented for a particular position. 3. No, see Section 5, 5.1.2, Evaluation Criteria. 4. Yes. 5. No overtime (hours worked beyond 40 hours per week) will be compensated unless prior approval is given by the MC hiring manager and contract</p>

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<p>3. Does the client’s evaluation process provide an advantage of any kind for local businesses? 4. Has the College ever awarded this work to a non-local vendor? 5. Will that contract allow a vendor to bill for overtime, even in just cases of travel?</p>	<p>awardee. Hourly overtime rates will be paid by the College at straight time (normal hourly bill rate).</p>
<p>68. 1. Is it required to provide a brief description of the offeror's technical competencies for each selected functional area or write a description once for all the functional areas a company opts to go after? 2. For the First Functional Area of "IT Management & Project Management Consulting Services", should a proposer provide a resume for the example which is the Project Manager or for the Sub Task Areas which are listed as Strategic Planning Assistance, Risk Assessment Analysis, Business Process Reengineering (BPR) and Technology Project Management Services?</p>	<p>1. See answer under question number 1. 2. Proposer provide a “sample” resume for the Project Manager.</p>
<p>69. Could the College please confirm that we can fill out proposal forms electronically?</p>	<p>Yes.</p>
<p>70. Is there any SBE/MBE/WBE goal for this solicitation? If yes, What is the established goal?</p>	<p>No, there is none.</p>
<p>71. 1. Is there a Page limit/Formatting Instructions for the Resumes?</p>	<p>1. No.</p>
<p>72. For the following roles (Application Programmer, Sr. Application Programmer, Software Engineer, what programming languages are required?</p>	<p>Programming Languages that we utilize are PL/SQL, SQL, Java, PHP and ASP.NET.</p>
<p>73. If vendor is to structure response based on 6.1 Proposal Organization, there is no header reference in the outline for yellow highlighted areas. Please advise where to place? ref" 6.2.2 Include in Technical Proposal the following: Transmittal Letter/Statement of Qualifications Requirements Checklist (Attachment A1) Completed Reference form (Attachment A) Conflict of Interest Statement (Attachment B) Non-Debarment Acknowledgement (Attachment C) Completed Contractor Information Form (Attachment D) Subcontractor Listing (if applicable) Acknowledgement of Receipt of Addenda (if applicable)</p>	<p>Offeror’s Proposal shall be organized in the manner outlined in Section 6, 6.2. Placement of documents is up to the Bidder’s discretion.</p>
<p>74. 1. Do we have to provide any bid bonds? 2. Do we have to fill ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE 3. If we are not including any participating agency, can we just write NOT APPLICABLE for</p>	<p>1. No. 2. No. 3. The rider clause allows Participating Agency (MAPT/COG) members that wishes to piggyback our contract they can. It is not a requirement.</p>

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE form	
75. Requirement Checklist A1 directs towards Subcontractor List, and Acknowledgement of Receipt of Addenda but we are unable to find these two documents in the RFP. Can you please refer us to the exact location of these?	Both are to be submitted if you are proposing subcontractors you need to provide a list and acknowledgement of addenda if you receive the addenda.
76. How will be the task orders distributed among the vendors selected under each functional area?	Refer to section 3.6 (Staffing Request)
77. What are the positions that have been frequently requested or anticipated to request frequently under each functional area?	This information is not available at this time.
78. Is there a page limit on resumes?	No.
79. Do we have to submit the certificate of insurance with our response?	Certificate of insurance is due within seven (7) days of notice of award.
80. ATTACHMENT D – CONTRACTOR INFORMATION FORM>C.3 Price adjustment (is/is not) necessary for other public agencies as listed. Could you please clarify this requirement?	If a Participating Agency (MAPT/COG) member wants to piggyback our contract is a price adjustment necessary or not.
81. Could you please confirm If there’s a subcontracting requirement associated with this solicitation?	No.
82. Can Montgomery College please confirm this is a Staff Augmentation opportunity?	Yes, at this time.
83. Under section 2.3 it states "Proposers should have experience in placing professional contractors in the metropolitan DC area..." If we do not have this experience in this specific area, but we have vast experience with Universities, Colleges and Higher Education clients across the country, can we bid without being disqualified?	Yes.
84. Under section 2.3 it states "Proposers should have experience in placing professional contractors in the metropolitan DC area..." If we do not have this experience in this specific area, but we have vast experience with Universities, Colleges, and Higher Education clients across the country, Will that affect our evaluation?	No.
85. Does Montgomery College have a preferred font type and size for the response?	No.
86. Under section 1.10 Proposal Evaluation, point 1.10.1.2 Offeror is financially stable, how does Montgomery College want the vendor to address this point?	By submitting a proposal in response to this solicitation, bidding firm hereby attest to being financially stable.
87. In the RFP there are two separate proposal evaluations: 1) Under section 1 Proposal and Contract Information, sections 1.10 Proposal Evaluation and 2) 1.11 Proposal Rejection and under section 5.1.2 Evaluation Criteria. Could	See Section 5 of RFP, Evaluation and Award, 5.1.2.

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Montgomery please clarify which evaluation criteria vendors have to follow?	
88. 1. How much of the contract will be (IT) staff augmentation and how much will it be for project-based consulting services? 2. Do references have to be for (IT) staff augmentation or project-based consulting services, or can it be both?	Unknown, it depends on the needs of the College. 2. Both.
89. Under section 6.2.4 it states "Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships." Could the College please clarify what they mean by Key business relationships? if this refers to clients when vendors have placed candidates or partnerships that vendors have.	Experience providing services to clients as specified in the RFP.
90. Will the supplied resources/candidates work in a public setting/environment with minors?	No.
91. Would you be accepting references from public as well as commercial entities?	Yes.
92. Will Montgomery College agree to a change to the general conditions to add a limitation of liability that can be generally applied to the contract and/or adjusted on a case-by-case basis? For an example, see section 7 Limitation of Liability of the MD DoIT CATS+ master contract available at https://doit.maryland.gov/contracts/Documents/CATSPIus2016/060B2490023-2016AttachA-T.pdf ?	No.

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

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Incumbent Company List

22nd Century Technologies
ABIS Solutions, LLC
Acro Service Corporation
Alta IT Services, LLC
(ARMA) Automated Resource Management Associates, Inc.
Bullseye Computing
C2S Technologies
CAEI, Inc
Cambridge Int'l Systems, Inc.
CampusWorks, Inc.
CompQSoft, Inc.
Creative Information Technology
Data Networks
Delmock Technologies
Devcare Solutions
(DSI) Disys Solutions
Elegant Enterprise
E-Logic
Fostersoft
iCube Systems, Inc.
Infojini, Inc.
(ITTSSI) Integrated Technology Solutions and Services Inc.
Intelligenesis, LLC
Lancesoft
Nam Technologies
Navigator Management Partners
Neumeric Technology Corp
(NYGCI) New York Global Consultants, Inc.
Runemaster, LLC
Serigor, Inc.
Tandem Conglomerate
TEKsystems
The Midtown Group
United Solutions
US IT Recruitment
US IT Solutions
UVS Infotech
Vector Talent Resources
Vtech Solutions

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SAMPLE NONDISCLOSURE AGREEMENT

This agreement is entered into this ____ day of _____, 20__ by and between _____ (hereinafter "Recipient"), with offices at _____, and _____, with offices at _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to _____ that is confidential and proprietary to the Discloser (hereinafter "Confidential Information"); and WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of _____; NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this agreement, the parties agree to the below terms as follows:

1. Disclosure. The Discloser agrees to disclose, and the Receiver agrees to receive the Confidential Information.
2. Confidentiality.
 - 2.1 *No Use*. The Recipient agrees not to use the Confidential Information in any way or manufacture or test any product embodying Confidential Information, except for the purpose authorized by the Discloser.
 - 2.2 *No Disclosure*. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees that have a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.
 - 2.3 *Protection of Secrecy*. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary, and the Recipient shall have no obligation with respect to such information where the information:
 - (a) Was known to the Recipient prior to receiving any of the Confidential Information from the Discloser;
 - (b) Has become publicly known through no wrongful act of the Recipient;
 - (c) Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;
 - (d) Was independently developed by the Recipient without use of the Confidential Information; or

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(e) Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.
5. Term and Termination. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.
6. Survival of Rights and Obligations. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Name of the Discloser)

Recipient (Name of the Recipient)

Signed _____

Signed _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

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MONTGOMERY COLLEGE

Office of Information Technology

Receipt of Mobile Computing Device

I acknowledge that I have received a Montgomery College owned mobile computing device (iPhone, laptop, tablet, etc.), MC# _____ Device Type: _____

I understand that:

- This mobile device will be tracked under my name in the Office of Information Technology inventory.
- I am responsible for the safekeeping, care, and custody of the assigned device.
- I agree to abide by the College’s Acceptable Use Policy for technology resources.
- In the event of a lost or stolen mobile device, it is incumbent on me to report this immediately the IT Service Desk at 240-567-7222 (extension 7-7222) or via e-mail at itservicedesk@montgomerycollege.edu.
- If I am reassigned to a different position at the College, I must notify the IT Service Desk immediately.
- College phone numbers remain with the College.

Name (Printed)

Signature

Date

Campus

Office Location

Phone Extension

Office of Information Technology Asset
Management
2014

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ADDENDUM #1

Issued: March 28, 2023

ADDENDUM FOR THE PURPOSE OF:

- To extend the Closing Date from **April 3, 2023** at 3:00 p.m., to **April 12, 2023** at 3:00 p.m.

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** by 3:00pm Eastern Daylight Time (EDT) on April 12, 2023

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

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. E523-011

RFP TITLE: INFORMATION TECHNOLOGY STAFFING AND CONSULTING SERVICES

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time (EDT) on **April 3, 2023**.

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with Information Technology (IT) staffing and consulting services as needed, in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

1.2 Electronic Bid Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, as 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 6 Proposal Submission for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m., April 3, 2023** Eastern Daylight Time (EDT). **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. 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, March 27, 2023**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment F, 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 7). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

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

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

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

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

1.10.1.2 Offeror is financially stable.

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

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

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

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

1.12 Required Submittal List RFP Packet should be returned in its entirety

- Technical Proposal, including all attachments and
 - Requirements Checklist (Attachment A1)
 - References (Attachment A)
 - Conflict of Interest Statement (Attachment B)
 - Non-Debarment Acknowledgement (Attachment C)
 - Contractor Information Form (Attachment D)
 - Subcontractor List, if applicable
 - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 7)

1.13 Failure to Submit

Failure to provide any of the items noted in Section 1.11 may deem a proposal non-responsive.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.14 Contract Award

Up to three contracts will be awarded for each functional area, in the best interest of the College to multiple Offerors that can meet or exceed the terms, conditions, requirements, and specifications of this solicitation, and who meet the technical and price minimum evaluation points. Contracts will be awarded based on proposal rankings. Evaluation of Offerors will be based on Offeror qualifications, past experience, 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.

1.15 Contract Documents

The Request for Proposal in its entirety, the Offeror’s proposal, and the College purchase order will form the contract. Offeror’s requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror’s proposal. The College reserves the right to reject the Offeror’s contract form and terms and conditions.

1.16 Contract Term

The initial term of this contract will be **July 1, 2023 through June 30, 2024**. 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.

1.17 Notification of Change in Personnel Assigned to Contract

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business days of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

1.18 Notification of Change in Financial Condition

Awarded contractor must notify Montgomery College of any change in company’s financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business days of change in company’s financial condition. Failure to notify Montgomery College may result in termination of contract.

1.19 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).

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 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.

1.21 INSURANCE REQUIREMENTS (if applicable)

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

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

Workers compensation Insurance covering the Contractor’s employees

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

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

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

- Bodily Injury and Property Damage:
\$300,000 combined single limit of bodily injury and property damage
- Contractual Liability – Premises and Operations
- Independent Contractors

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

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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.

1.22 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. e523-011. Current certificates must be provided to the College throughout the contract term.

1.23 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.

1.24 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.

1.25 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.

1.26 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, Office of Business Services, Accounts Payable, at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

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1.27 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. Offeror's 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.

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.

1.28 Confidentiality

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

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

1.29 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.

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1.30 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.

1.31 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 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

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

2.2 Scope of Services

Information Technology at Montgomery College focuses on providing services and support that enable student and employee success, security to protect personal and College information, and technology solutions to enhance user experience. The College has a significant investment in technology and has the need to quickly address skill gaps and fill short- and long-term professional needs. Through the responses to this RFP, the College will have an agile means of obtaining resources quickly, efficiently and cost effectively. This procurement is designed to provide access to highly skilled and responsible contractor with a wide variety of expertise pertaining to information technology. The College may also, through this awarded contract, solicit proposals for other functional areas not specifically defined here, and for ad hoc services, such as studies, surveys, assistance with strategic planning, and recommendations in various technology subject matter areas. The College does not guarantee any minimum amount of services. Experience in working with community colleges, or higher education in general, is highly desirable.

By virtue of this Request for Proposal, the following are specific functional support areas the College wishes to solicit proposals for:

- FUNCTIONAL AREA 1: IT MANAGEMENT AND PROJECT MANAGEMENT CONSULTING SERVICES**
- FUNCTIONAL AREA 2: INFRASTRUCTURE AND ENGINEERING SYSTEMS**
- FUNCTIONAL AREA 3: CYBER SECURITY AND PRIVACY**
- FUNCTIONAL AREA 4: WEB AND INTERNET SYSTEMS**
- FUNCTIONAL AREA 5: APPLICATION SUPPORT AND SOFTWARE ENGINEERING**
- FUNCTIONAL AREA 6: REPORTING AND DATA ANALYTICS**
- FUNCTIONAL AREA 7: MEDIA AND CLASSROOM/LAB EDUCATION CENTER SUPPORT**
- FUNCTIONAL AREA 8: IT ACCESSIBILITY ASSESSMENT AND ANALYSIS**

OFFEROR MAY RESPOND WITH THEIR ABILITY TO MEET ONE OR MORE FUNCTIONAL AREA REQUIREMENTS, BUT WILL SUBMIT A SINGLE RESPONSE, WHETHER PROPOSING ONE OR MULTIPLE FUNCTIONAL AREAS.

Up to three contracts will be awarded for each Functional Area. Offerors may choose to bid on one, several, or all functional areas. In order to be considered for contract award for a particular functional area, offeror must bid on all positions within that functional area.

2.3 Deliverables

Montgomery College's Office of Information Technology is issuing this Request for Proposal (RFP) to procure, on an as-needed basis, multiple awardees to provide Information Technology (IT) staff augmentation and/or project-based consulting services. Length of contractor and project engagements will vary. Proposers should have experience in placing professional contractors in the metropolitan DC area for short- or long-term assignments, and have a presence in Maryland. Experience in working with community colleges, or higher education in general, is desirable.

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SECTION 3 – QUALIFICATIONS AND GENERAL REQUIREMENTS

3.1 Offeror’s 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.

3.2 Experience and Past Performance

- A. Offerors must possess a minimum of five (5) years of experience providing services as required in this RFP for IT professional staffing and/or projects of similar size and scope to MC’s.
- B. Experience providing services to higher education institutions of similar size and scope to Montgomery College is highly desirable.
- C. The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror’s experience in providing the same or similar level of services.

3.3 Approach

- 1. Describe how your firm will service the Montgomery College account. The description shall include detailed information on the process in which your agency provides IT staffing placements from initial request to final invoicing.
- 2. For the purposes of this RFP, and as part of their response, proposers must provide sample resumes for contractors in each functional area they are *proposing*.
- 3. The College will assess the quality of the resumes, which must contain detailed explanations of personnel education, experience, training, recent relevant experience, and size and scope of projects supported on-the-job.
- 4. Describe recruitment methods, how personnel are recruited and how request for staffing positions are fulfilled.

3.4 General Requirements

Offerors must be able to provide short- (defined as less than 12 months) and long- (defined as 12 months or more) term staff augmentation and/or project-based consulting services to Montgomery College (aka “MC or the College”) for **FUNCTIONAL AREAS** as defined in Section 2.2. Offerors will provide the program planning, direction, coordination and control necessary to accomplish all requirements contained herein. Length of contracted engagements will vary.

3.5 Designated Account Manager/Recruiter

Offeror must assign a **key** Account Manager/Recruiter to work with the College to implement and support this contract throughout its life. Indicate other key personnel that will be assigned to the College, their role on the contract. The Offeror’s account manager and backup team will be the primary interface with the College’s designees. The Offeror must submit a proposed Account Manager/Recruiter resume (not a sample resume) as part of their submission to this RFP. IT Resource Management’s Hiring Managers and the Office of Procurement will be the primary interface with Offerors Account Manager/Recruiter. Complete contact information must be provided to the college’s designees in order to contact the awarded contractors team at any time during regular business hours.

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The designated Account Manager/Recruiter should have the following experience and qualifications:

1. Ability and experience with managing contracts and projects of similar size and complexity to the College's;
2. Demonstrated ability to provide the breadth of technical services required under the contract;
3. Experience in Information Technology (IT) staff augmentation and/or project-based consulting services;
4. Possess a variety of expertise and experience in recruitment methods for information technology related services and support.

3.6 Staffing Request

As needed, MC's Office of Information Technology will issue staffing requests, in no particular order, to any of the awarded firms, based on functional areas that were bid upon. The College has the right to make staffing requests to any one or more of the firms of its choosing. The request will include the position title and description, required education and experience, confidential information to which personnel would have access, start date, approximate end date, work hours, and location of assignment.

3.7 Specialized Contractors

In certain circumstances, Montgomery College may identify a need for specialized IT skills or project work which may not be listed in this RFP. In hires of this type, Montgomery College reserves the right to negotiate rates for short- or long-term placements on a case-by-case basis. Any newly discovered positions/job descriptions will be priced (bill rate) and added to the contract. Any individual hired contractor who works at Montgomery College must have the necessary required educational/qualifications/license to provide services. Documentation of such must be available to Montgomery College upon request.

3.8 Placement Assurance

Call back times shall not exceed two (2) hours for request; however, the maximum acknowledgement time should not exceed twenty-four (24) hours. The College relies on the Contractor to use its best judgment in providing personnel qualified to the level defined by the general position description for the skill level required. The Contractor will be given up to seventy-two (72) hours of the request to provide suitable candidates. MC will make an attempt to provide the Contractor with sufficient time for a response. However, the nature of its business is such that staffing demands can change rapidly. Proposed candidates shall possess the required minimum qualifications and education as outlined in the College staffing requests. MC reserves the right to interview the candidates by phone or in person, at its sole discretion.

3.9 Background and Reference Checks

The awarded Contractor shall have a comprehensive program for employment screening, including drug screening, evaluation, advertising, recruitment and disciplinary actions involving any temporary employee under this contract, to ensure the best-qualified candidates are selected.

- The Contractor shall certify that background checks/reference including local and nationwide criminal database and sex offender registry has been conducted and results deemed satisfactory on all temporary personnel assigned to MC.
- There will be no billing or charge to the College for fees associated with background checks. The Offerors Technical Proposal shall outline the background check process, the types of checks available, the length of time needed to complete the process, and how long the background check is valid.

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- The Contract awardee will take responsibility for all tests and for determining if candidates are viable for employment. Background checks are to be done at the expense of the Contractor/Agency.

3.10 Laws/Regulations/Taxes and Compliance

The Contractor shall be responsible for any compensation due to its personnel in accordance with the requirements of the Fair Labor Standards Act (FLSA), as well as any other liabilities that may arise in the employer/employee relationship. The contractor is solely responsible for the recruitment, hiring, and employment of the selected contracted staff. They will at all times remain the employees of the contract awardee. Montgomery College is not liable for violations of Fair Labor Standards Act.

Temporary personnel are employed by the Contractor. The Contractor is responsible for all payroll, associated taxes, worker’s compensation, insurance and other federal and state requirements required by law. In the event the contract awardee fails to comply with all applicable labor laws, legally required tax withholding, wage and hour laws and employment discrimination laws, and any claim based upon such non-compliance is pursued against Montgomery College, the contract awardee shall indemnify and hold harmless Montgomery College for any and all costs and liabilities incurred, including reasonable attorney's fees.

3.11 Prevision of Services/Invoicing

The College shall pay the Contractor an hourly rate for services rendered. The hourly rates for hired contractor shall not include travel expenses (unless pre-authorized). Invoices will be authorized and approved by the College designee(s) for payment. Approved invoices for work must be submitted to the College’s Accounts Payable Office. **Bi-Weekly invoicing is preferred.**

All invoices submitted for service(s) shall include the following:

- Hired Contractor name, job title, and location of service
- Hiring Manager name and department
- Approved staff timesheets must accompany invoices which will be reviewed for accuracy, once received
- The date(s) of service(s)
- Purchase order number

3.12 Time Reporting

Contractor must provide manual or online timesheet capability; provide the capability to view and approve each pay period’s timesheet to college hiring managers. College hiring managers must sign off on contractor timesheets before payment. The Contractor is responsible for the administration and maintenance of all employment records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks, for all temporary employees provided by this contract.

3.13 Work Hours

The MC hiring manager will determine the working hours for each position. Contractors will be compensated for the actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per day.

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College normal working hours are 8:30 am – 5 pm, but hours worked may be any hours within the 24-hour cycle as necessary and agreed to by the College hiring manager and the hired contractor. All working hours outside of normal working hours must be approved, in advance, by hiring manager.

- a) Overtime: No overtime (hours worked beyond 40 hours per week) will be compensated unless prior approval is given by the MC hiring manager and contract awardee. Hourly overtime rates will be paid by the College at straight time (normal hourly bill rate).
- b) Holidays: Services will generally not be required during MC holidays. However, if the College requires services during holidays, hours worked will be paid by the College at straight time (normal hourly bill rate). College holidays include New Year’s Day, Martin Luther King Birthday, Spring Break, Memorial Day, Juneteenth, July 4, Labor Day, Thanksgiving, Christmas and Winter Break (up to 14 days per year). Hired staff may be asked to work during certain of these holidays, at normal pay bill rates.
- c) Inclement Weather or other College Closings: There will be no compensation for work performed during college closings for inclement weather or other reasons. College facilities will be closed and locked during this time, so there will be no access. If contractor has been approved to work off-site during college closings, see **Remote Work Section** for applicable process.
- d) Remote Work: Is permitted at the discretion of the hiring manager. It is incumbent on the College hiring manager to ensure that a remote work plan is written and that the contractor accomplishes the work laid out in said plan. Approved remote work hours will be paid by the College at straight time (normal hourly bill rate). College managers will use their discretion in providing College-owned equipment to contractors by providing the equipment needed to complete assigned tasks (see section 3.3.18).
- e) Leave: Contractors are expected to follow procedures for calling in sick and for taking other types of leave as agreed to by the College hiring manager and the contract awardee. The College will not provide payment for leave hours, leave compensation is the responsibility of the contract awardee. The College will only compensate for hours actually worked.
- f) Parking and Travel Costs: NO reimbursements, including travel and parking. This includes reimbursement for parking passes at MC locations, this cost is the responsibility of the hired contractor or contract awardee.

3.14 Conduct

It is expected that personnel will dress business casual for the position consistent with a professional and courteous manner at all times. Some personnel may be assigned to positions where confidential student or financial information is available and may be asked to sign confidentiality agreements and/or non-disclosure agreements.

3.15 Termination/Replacement of Staff

The College, at its sole discretion, retains the right to reject any contracted staff who in its judgment has failed to perform to the level defined by the general job description. The College may exercise that right at any time after the assignment commences and will not be liable for any other costs associated with that person’s presence at the College. The College shall be the final judge of the quality of services provided by the contract awardee and the contracted staff placed. In the event that a contracted position is terminated by the College, or if a contractor separates from the College of their own volition, the College reserves the right to re-advertise the position to the pool of awardees on this contract.

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3.16 Cancellation

Contractor shall be paid a minimum two-hours for each call-out for service. A **48-hours' notice** will be given to the Contractor for cancellations. If notice is not given, the Contractor may be compensated the two-hour fee at the Contractors hourly rate specified for the particular service (rate as proposed per contractor's price proposal.)

3.17 Reports

Contractor, upon request, shall provide immediate access to reports measuring absenteeism, turnover, over-time hours and payroll; or, any other customized reports for every employee assigned by the College. The Contractor shall have the resources and knowledge to understand the College's business, to ensure accurate evaluation of the staffing requirements and be able to respond quickly to the needs of the departments.

3.18 Placement of MC Temporary Employees

The Contractor will transfer current MC temporary employees if applicable to contractor's payroll and will provide a discounted rate.

3.19 Hiring for College Staff Positions

Assignments will vary in duration and may be full or part time. Some assignments or the work performed in an assignment, at the discretion of the College, may lead to an open recruitment for permanent employment with the College. The College will never solicit Offeror's contractor for open College staff positions. However, if Offeror staff, of their own volition, discovers that a college position has opened that they apply and are hired for, the College will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of MC as a result of being hired by the college after applying for a position(s) through the open competitive selection process.

3.20 Contractor Provided Training

It is incumbent upon the awarded contractor to ensure that hire(s) maintain skills in their specialized areas. Proposer may be requested to fund training classes that coincide with industry wide technology or application upgrades in their contractor's specialty area. On rare occasions, and only with prior approval from the MC hiring manager, there may be a need for contractor to attend a specialized training event required by the College. In this case, and at the discretion of MC, either the training cost or the time worked will be reimbursed, but not both.

3.21 Responsibility for Employees/Subcontractors

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

3.22 Assigned Technology Equipment

The hired contractor will be issued College-owned and College-managed computer equipment, as appropriate, for use while working at the College. The hired contractor will not bring in nor connect any of its own equipment to a college network without prior written approval by the College's direct hiring manager.

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The hired contractor will sign appropriate forms acknowledging the loan of College equipment for their use during the period a contractor is assigned to work at the College, and this loan will be monitored by the responsible College hiring manager. It is incumbent on the awarded contractor to ensure that equipment is returned in the same condition it was issued at the end of assignments, and the awarded contractor will be responsible for reimbursing the College for the current, replacement value of any lost equipment. NOTE: College technology equipment in general will be provided to contractors for working from home in the event that they are granted a special exception for a remote site work event at the discretion of their College hiring manager, based on need.

3.23 Identification

Contractor will display their College-issued badge in a visual location at all times while on College premises. Newly hired contractor(s) must obtain a College-issued badge from the Office of Public Safety. Upon request of College personnel, each such hired contractor will provide additional photo identification if necessary.

3.24 Physical Active Positions

All proposed contractors for physically active positions must be capable of climbing stairs and walking long distances, climbing under desks, and moving equipment up to 50 pounds in weight.

3.25 Document Ownership

Any documentation created by hired contractor, or documentation which has resulted from a College assignment, will become the sole property of Montgomery College. If any College information is stored off-site during a contracting engagement, this data must be returned to the College at the end of the engagement.

3.26 Resumes and Certifications

Awarded Contractor shall submit copies of current certifications, current resume(s), reference(s) the level of credential, and/or a summary of screening results for each candidate that may be assigned if requested by MC hiring manager.

3.27 Requirements Checklist (to be completed by Offeror)

Bidding firms must meet all requirements outlined in the Requirements Checklist (**attachment A1**), to be considered for contract award. Failure to meet any of these requirements will be grounds for automatic disqualification. The completed checklist must be included in the Offerors technical bid submission packet.

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ATTACHMENT A1

REQUIREMENTS CHECKLIST

Instructions to Bidders: Each bidder must meet the requirements as listed below. Enter Yes or No next to each requirement. A **Yes** confirms that your company does meet this requirement. A **No** confirms that your company does not meet this requirement.

REQUIREMENTS:	YES OR NO
Bidder possess a minimum of five (5) years of experience providing services as required in this RFP for staffing and/or projects of similar size and scope to MC's?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder is licensed to do business in the state of Maryland?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder has experience in providing these services to higher education institutions, with a preference to community colleges, of similar size and scope?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder has experience in Information Technology (IT) staff augmentation and/or project-based consulting services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Any individual hired contractor who works at Montgomery College must have the necessary required educational/qualifications/license to provide services. Documentation of such must be available to Montgomery College upon request.

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SECTION 4 – FUNCTIONAL AREAS, LABOR CATEGORIES AND QUALIFICATIONS

The qualifications as stated below are broad statements of needs, to include unanticipated and/or future needs. **PROPOSER MAY RESPOND WITH THEIR ABILITY TO MEET ONE OR MORE FUNCTIONAL AREA REQUIREMENTS, BUT WILL SUBMIT A SINGLE RESPONSE, WHETHER PROPOSING ONE OR MULTIPLE FUNCTIONAL AREAS.**

4.1 FUNCTIONAL AREA 1:

IT Management & Project Management Consulting Services

Overview – The IT Management Consulting and Project Management Services can include any of the following types of services: enterprise architecture, systems review for architectural consistency, strategic planning assistance, project management services, and risk assessment analysis.

1. Strategic Planning Assistance

Description - Assistance in developing long-range information technology plans by defining objectives and developing strategies to reach those objectives.

Examples of potential work requests:

- Analyze the environment as it is at the moment and how it will be in the future – analyze and record client demand for IT-enabled services;
- Evaluate current and emerging technologies and assist with planning the tactical and strategic migration of business services to these technologies;
- Develop IT strategic plans that align plans with goals and objectives;
- Perform strengths, weaknesses, opportunities, and threats (SWOT) analyses, critical success factor analyses, strategic business planning, strategic information systems planning, and other techniques used to establish strategic information technology plans.

2. Risk Assessment Analysis

Description – Assess the risks associated with costs, benefits, schedule, technical performance, human factors, safety and security. The analysis may include provisions for identifying risk areas, assessing risk factors, recommending appropriate resources to reduce risk factors, identifying and analyzing alternative actions available, identifying the most promising alternatives, and planning for implementation of risk reduction. A successful risk assessment will measure both the magnitude of a potential loss and the probability that a loss will occur.

Examples of potential work requests:

- Assess risks and review technical risk assessments of an IT project including subsystem designs, architectures, and computer systems in terms of their impact on costs, benefits, schedule and technical performance;
- Perform cost and schedule risk assessments to support various alternatives to meet mission need, recommend alternative courses of action when one or more interdependent segment(s) or phase(s) experience a delay, and recommend opportunities for new technology insertions;
- Identify areas of technical risk when translating operational requirements into system level requirements; Perform technical risk assessments at various points in the system life cycle;
- Develop and/or evaluate potential methods of mitigating technical risks;
- Update evaluations in order to determine and forecast operational needs and changes;
- Provide presentations on reporting and operational enhancements;
- Develop operational management reporting tools and programs to prevent or mitigate risks; and,
- Provide and/or develop risk management policies, procedures and guidelines.

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3. Business Process Reengineering (BPR)

Description - Streamline business processes and develop, implement and support process improvements to eliminate redundancy, increase productivity and reduce cost.

Examples of potential work requests:

- Define the purpose, goal and scope of the BPR project;
- Analyze existing work flow processes and define business requirements and recommend improvements to or reengineering of work flow processes in order to meet identified business requirements;
- Analyze the operational, technical and economic risks of reengineering efforts;
- Identify requirements that will meet the needs of the clients;
- Document the reengineering methodologies utilized to recommend improvements in processes and the methods of implementation;
- Assist IT in developing technical solutions for information technology projects for recommended process improvements.

4. Technology Project Management Services

Description - Successful IT technology project management services to ensure that IT project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as, meet the business objectives originally intended.

Examples of potential work requests:

- Ensure strategic alignment of IT projects by establishing project goals and objectives that are consistent with stated goals;
- Provide project planning, task prioritization, budget/cost analysis, scheduling, projections of staffing requirements, and performance measurements;
- Assist with IT project management by: creating, assessing and modifying schedules; performing contract and resource management; assessing and controlling risk; directing and delegating tasks; receiving, gathering, analyzing and disseminating information; setting goals and objectives; organizing project teams; preparing action and contingency plans;
- Includes organizing, coordinating, consulting and managing technology and application integration projects that typically involve multiple platforms and matrixed teams;
- Knowledge and context of technology, infrastructure, ERP applications, processes, and related tools is necessary to organize and drive implementations;
- Some projects to be managed have a singular focus, whereas others are comprised of multiple interrelated projects with technical and business components that need to be managed together;
- Managing risks, scope, budget, impacts, conflicting priorities, and resources across one or more business units, campuses, or teams.

Example of potential contractor **support** requirements:

1. Project Manager

Description - A Project Manager will be assigned the management of a specific project. Performs day-to-day management of the project, identifies issues and risks, and recommends mitigation strategies. Responsible for ensuring that work performed is within scope, consistent with requirements, and delivered on time and within budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria.

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Monitors issues and provides regular status reporting. Demonstrates excellent writing and oral communications skills. Must have at least three years of in-depth experience in the subject matter relating to the project.

Education: Relevant Bachelor’s Degree from an accredited college or university. Project management certification is preferred.

Experience: Knowledge and experience executing large scale implementations for products within a higher education setting; knowledge and experience executing comprehensive upgrades for products within a follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide. higher education setting; knowledge and experience in business process analysis and structuring; responsible for ensuring that work performed is within scope, consistent with requirements, and delivered on time and within budget; at least six years of demonstrated experience in supervision or oversight of IT-related programs and projects. The Contractor shall

4.2 FUNCTIONAL AREA 2:

Infrastructure and Engineering Systems

Overview: Infrastructure and Engineering services include: engineering and support of data center systems including compute and storage, network and telecommunications systems, Facilities systems, collaboration solutions, identity management and authentication, and all other related systems and services.

Example of potential contractor **support** requirements:

1. Senior Systems Engineer

Description - A Senior Systems Engineer must be able to provide Tier Three user or senior engineering support in enterprise infrastructure, such as server implementation and maintenance (leveraging tools such as PowerShell, SCOM, SCCM, Satellite, monitoring, logging); server, storage, and backup hardware and technologies; Microsoft Active Directory and ADFS; hypervisor administration (VMware, Hyper-V); Windows or Linux servers’ expertise; and/or server and storage security (such as patching and vulnerability mitigation). Demonstrates excellent written and oral communications skills.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least five years of demonstrated experience in systems engineer supervision or high-level systems engineering support.

2. Systems Engineer

Description - A Senior Systems Engineer must be able to provide Tier Two user or engineering support in enterprise infrastructure, such as server implementation and maintenance (leveraging tools such as SCOM, SCCM, Satellite, monitoring, logging); server, storage, and backup hardware and technologies; Microsoft Active Directory; hypervisor administration (VMware, Hyper-V); Windows or Linux server’s expertise; and/or server and storage security (such as patching and vulnerability mitigation). Demonstrates good written and oral communications skills.

Education: Relevant Associate’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of demonstrated experience in network engineering support.

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3. Office 365 Administrator

Description - An Office 365 Administrator must be able to provide Tier Three user or administrative support for Office 365, including Email, Calendar, OneDrive, desktop program (Word, Excel, etc.), OneNote, Groups, and other modules available through Office 365. Must be able to manage various integrations into Office 365, such as Exchange, Azure AD, ADFS, and AD Connect, recommend and manage appropriate security settings, and be adept at utilizing PowerShell. Provides input into the design and development of Office 365 solutions and add-ons.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience in planning, implementing and maintaining an Office 365 environment.

4. Cloud Engineer

Description - A Cloud Engineer participates in providing integration, implementation, and maintenance of Infrastructure as a Service (IaaS) instances, in Microsoft Azure, Amazon Web Services, or other IaaS providers that the College identifies. Provides input into the design, development, implementation, management, and security of an IaaS solution.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience in planning, implementing and maintaining IaaS systems for the specific vendor requested.

5. Data Center Specialist

Description - A Data Center Specialist participates in projects that involve data center technologies, such as power (including small-scale UPSes), cooling, fire suppression, monitoring, flooring, racking, and other specialized technologies. Required services may include architecting, designing, engineering, installation, and maintaining applicable technologies. Note that these skills may be applied to locations outside of designated data centers.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least five years of experience in planning, implementing, and maintaining data center technologies.

6. Network Architect

Description - Comprehensive Tier 3 experience supporting Juniper routers, switches and leaf/spine architecture including VRF, VPN tunnels, VLANs, and Junos in a large enterprise environment. Expert level experience supporting routing protocols (BGP, iBGP, OSPF, MPLS) Senior level experience with wireless networking including Mist and Aerohive/Extreme. Expert level knowledge of DNS. Proficiency with network tools such as Wireshark and Solarwinds. Expert level experience in systems and security architecture. Expert level network design and troubleshooting skills. Ability to work after business hours as needed.

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Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience. JNCIE-ENT and/or CCIE certification required.

Experience: At least ten years of demonstrated experience in network engineer supervision or high-level network engineering support.

7. Senior Network Engineer

Description - Comprehensive Tier 3 experience supporting Juniper routers, switches and leaf/spine architecture including VRF, VPN tunnels, VLANS, and Junos in a large enterprise environment. Expert level experience supporting routing protocols (BGP, iBGP, OSPF, MPLS) Senior level experience with wireless networking including Mist and Aerohive/Extreme. Thorough understanding of DNS. Proficiency with network tools such as Wireshark and Solarwinds. Ability to work after business hours as needed.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience. JNCIE-ENT certification desired.

Experience: At least eight years of demonstrated experience in network engineer supervision or high-level network engineering support.

8. Network Engineer

Description - Tier 2/3 experience with Juniper routers, switches and leaf/spine architecture including VRF, VPN tunnels, VLANS, and Junos. Experience supporting routing protocols (BGP, iBGP, OSPF, MPLS) Experience with wireless networking including Mist and Aerohive/Extreme. Working knowledge of DNS. Familiarity with network tools such as Wireshark and Solarwinds. Ability to work after business hours as needed.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience. JNCIA certification desired.

Experience: At least five years of demonstrated experience as a network engineer in a large enterprise environment.

9. Senior Voice Engineer

Description - Comprehensive Tier 3 experience supporting VoIP, Cloud, inbound and outbound voice networks, analog, wiring, and circuit provisioning in a large enterprise environment. Experience with network protocols (SIP, DHCP, H.323). Senior level experience in supporting large contact centers.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience. Experience with 8x8 call platform and contact center preferred.

Experience: At least eight years of demonstrated experience in voice engineer supervision or high-level voice engineering support.

10. Voice Engineer

Description - Tier 2/3 experience supporting VoIP, Cloud, inbound and outbound voice networks, analog, wiring, and circuit provisioning in a large enterprise environment. Experience with network protocols (SIP, DHCP, H.323). Experience in supporting large contact centers.

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Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience. Experience with 8x8 call platform and contact center desired.

Experience: At least five years of demonstrated experience in voice engineer in a large enterprise environment.

4.3 FUNCTIONAL AREA 3:

Cyber Security and Privacy

Overview – Support for the security of information and computing resources at all organizational levels; including cyber defense analysis, cyber defense infrastructure engineering, incident response, vulnerability management, threat hunting, log management, governance, risk, and compliance, program management, and security education and training.

1. Cyber Defense Analyst

Description - Performs assessments of systems and networks within the College environment and identifies where those systems/networks deviate from acceptable configurations, or College policy. Measures effectiveness of defense-in-depth architecture against known vulnerabilities. Responsible for the plan, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed.

Examples of potential work requests:

- Administer security tools and solutions which may include but not limited to endpoint security, vulnerability management, privilege management, Office 365 security modules, two-factor authentication, etc.;
- Respond to and participate in incident investigations;
- Review and analyze system logs for indicators of compromise.

2. Third Party Risk Analyst – Description - Responsible for ensuring that the College’s third-party vendor ecosystem is properly evaluated, assessed and managed to minimize risk exposure and business risk impacts.

Examples of potential work requests:

- Develops and monitors vendor remediation actions, mitigation and contingency plans when risks or events are identified;
- Ensures third- and fourth-party vendor regulatory compliance, including industry standards such as PCI DSS;
- Coordinates the gathering of vendor risk assessment data and prepares risk assessments for critical-related vendors as needed, to be published and communicated to stakeholders;
- Collaborates, as appropriate, with information security, accessibility, procurement, compliance, legal and/or disaster recovery and business continuity management and other risk functions to maintain the College’s third-party risk management program;

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- Communicates identified risk requirements and violations to internal stakeholders (and end users within the business) and responsible vendors while supporting the response to and the addressing of these issues.

3. Cyber Defense Infrastructure Architect/Engineer

Description – Design, implement, and support network security infrastructure appliances and applications, including but not limited to load balancers, firewalls, VPN, web application firewalls, network detection and response systems, network access control, etc.

Examples of potential work requests:

- Support security operations, which may include the analysis, development and implementation of security methodologies and safeguards;
- Provide operational and analytical support related to security for server, network and desktop platforms;
- Configure policies in various infrastructure systems;
- Evaluate and analyze new and emerging security technologies as well as Proposer products for their feasibility of use and make recommendations.

4. Business Continuity Planning

Description – *Creation* and validation of an exercised logistical plan for how an organization will recover and restore partially or completely interrupted critical function(s) within a predetermined time after a disaster or extended disruption. Disaster recovery planning and risk assessment in support of the mitigation of risks to information technology and telecommunications systems and infrastructure through quantitative risk analyses establish recovery time and recovery point objectives, effective mitigation strategies, and documented disaster recovery plans.

Examples of potential work requests:

- Assess adequacy of existing management, operational, and technical controls in safeguarding assets against waste, loss, unauthorized access/use, misappropriation to establish the consequences/impact of the potential threats on operations and service delivery requirements;
- Review, develop, update and/or integrate disaster recovery, continuity of operations plans, contingency plans, and risk assessments;
- Identify, develop and/or implement mitigation strategies to increase the effectiveness of operations and the continuity of service.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience, and qualified as a Certified Information System Security Professional (CISSP) from the International Information Systems Security Certifications Consortium ((ISC)2), or holding one or more of the Global Information Assurance Certifications (GIAC).

Experience: At least five years of experience in enterprise security support.

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4.4 FUNCTIONAL AREA 4:

Web and Internet Systems

Overview: A broad range of business solutions and support using the capabilities of the web and Internet; design, develop, test, implement and maintain web sites, portals, web applications and web services and the associated hardware, software, network and security components that comprise these solutions.

Example of potential contractor **support** requirements:

1) Web Developer/Programmer

Description - Acts as a senior team member leading team members in design and develop of complex interactive and transactional websites. Propose website design and development strategies to address organizational needs. Create action plans and applications to carry out strategic objectives. Programs and develops in two or more languages such as C/C++, JAVA, JavaScript, and Perl.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least five years of relevant experience.

2) Web Graphic Designer

Description - Produces innovative visual solutions to communications challenges in print, websites, and marketing materials. Is primarily responsible designing web graphics, web page layouts and coding those designs and layout into HTML web pages.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least five years of relevant experience.

3) Web Information Architect

Description - Plans and designs how to present information on the web. Works behind the scenes, taking into account not only the purpose and goals of the clients, but also the best way to articulate those purposes and goals to the target audience. Is responsible for the User Interface (UI) architecture and interaction flow of existing and new functionality.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: *At least five years of* relevant experience.

4) Web Portal Administrator

Description - Functions as coordinator of the Campus Portal. The Campus Portal is a password-protected Web portal that makes relevant campus information available to users and provides convenient, single-point access to major campus systems such as the electronic calendar, campus email and web-based learning system.

Education: Relevant Bachelor's Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least five years of relevant experience.

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4.5 FUNCTIONAL AREA 5:

Application Support and Software Engineering

Overview –Services to provide support for in-house and hosted enterprise and departmental applications to ensure that information systems are designed to capitalize on standards, provide interoperability with other systems and networks, be reliable and maintainable, and make the most cost-effective use of commercial off-the-shelf (COTS) technology, when applicable.

Software Engineering provides full life cycle of a software system development. Process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software reengineering; software reuse; component-based software; software security; supervising software configuration management; and CASE tools.

Examples of Potential Services:

- Provide ongoing system, applications maintenance and troubleshooting;
- Analyze and document complex system requirements;
- Design software tools and subsystems to support software reuse and domain analyses and manage their implementation;
- Interpret software requirements, design specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), integrate and test software components;
- Estimate software development costs and schedules;
- Review existing programs and assist in making refinements, performance improvements, and improving current techniques; and
- Estimate and track software quality attributes.

Example of potential contractor **support** requirements:

1) **Senior Application Programmer**

Description - A Senior Application Programmer manages major projects that involve providing integration, implementation of large, complex systems. Provides design and development of e-solutions, and is responsible for technical design and implementation of the architecture.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least six years of experience in planning, designing, building, and implementing IT application systems. Must have led or been chief architect in a major implementation effort.

2) **Application Programmer**

Description - An Application Programmer participates in major projects that involve providing integration, implementation of large, complex systems. Provides input into the design and development of e-solutions, and works on teams who are responsible for technical design and implementation of the architecture.

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Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience in planning, designing, building, and implementing IT application systems.

3) Software Engineer

Description - A Software Engineer participates in major projects that involve providing integration, implementation of complex systems. Provides input into the design and development of software solutions, and works on teams who are responsible for technical design and implementation of the architecture.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience in planning, designing, building, and implementing IT software

4) Workday or Ellucian (Banner) Enterprise Resource Planning (ERP) Analyst

Description - A Workday or Ellucian/Banner Analyst is responsible for working with a diverse internal customer base to define business requirements and deliver system solutions to meet their needs. Responsible for implementing new system configurations, updating features, and delivering custom reports and analytics. Serve as subject matter expert for HCM, Benefits, Talent, Financials, Learning, Performance and/or Security. Perform system enhancements, system maintenance, system testing, system upgrades. Build and maintain system configurations and integrations with third-party systems. Provide hands-on troubleshooting support to employees in completing transactions. Create and maintain user guides and end-user documentation. Maintain user security profiles in accordance with established security policies and protocols. Deliver training to managers and employees.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience working with the configuration and implementation of large Workday or Ellucian/Banner systems.

4.6 FUNCTIONAL AREA 6:

Data Analytics and Reporting

Overview - The basic responsibility of a data and reporting analyst is the collection and reporting of data for a commercial or government organization. They are also responsible for making sure the data that goes into databases is entered correctly and calculations are correct. They may also be responsible for the maintenance and security of the database, as well as training other employees who work with it.

Example of potential contractor **support** requirements:

1) Data and Reporting Analyst

Description - A Data and Reporting analyst participates in major projects that involve understanding business processes and data requirements of the project. Develop reports based on business requirements and develop data model to support business operations. Work with college business units in designing and implementation data warehouse solution.

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Education: Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: Minimum of three years of experience in writing analytics reports using industry reporting tools like Crystal Report and Qlikview.

4.7 FUNCTIONAL AREA 7:

Media and Classroom/Lab Education Center Support

Overview – Services to build and support multi-media and classroom/lab education centers including, but not limited to: planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration. Professional training expertise, including instructional systems design capabilities for enhanced learning opportunities for students/employees utilizing classroom/lab education centers.

Example of potential contracted staff **support** requirements:

1) Instructional Facilities Design Specialist

Description - An Instructional Design Coordinator participates in major projects that involve designing and implementing classroom, lab and training room facilities. Provides input into design concepts and alternatives; coordinates complex projects with clients; reviews project proposals and plans; evaluates proposals or plans for consistency with development guidelines; meets with technical and design experts, advisors and consultants to coordinate work and exchange information regarding facilities design, architectural planning issues and policies and potential development alternatives.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of experience in planning, designing, and implementing instructional facilities.

2) Audio-Visual Design, Installation, Maintenance and Repair Services Specialist

Description - This position will provide design, installation, maintenance and emergency repair services for all audio-visual (AV) equipment at the College. MC currently has over 400 smart classrooms, which will need maintenance /repair and refurbishing to meet current standards. Must be able to work when classes are not in session including holidays and weekends. Service calls must be responded to within 24 hours of a reported issue. Work with our Facilities staff to ensure ADA compliance for all installations. Ability to custom design smart station furniture for new buildings and renovation installations that meet all College and ADA standards. Provides design concepts and Bill of Materials (BOMs) for project planning which will include meetings with Facilities staff, architects and planners. Design engineering and prototypes – SIWs (Smart Instructor Workstations) prototypes for review and approval. Provide construction coordination and design documentations for new buildings.

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least ten (10) years of experience providing these services.

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3) Senior Computer Specialist

Description - A Senior Computer Specialist must be able to provide second level desk-side and phone support to users in mobile, desktop, wide area network, wireless and enterprise application support. Familiar with desktop support tools such as Symantec’s Altiris. Demonstrates excellent written and oral

Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least six years of demonstrated experience in computer support supervision or high-level desk-side computer support.

4) Computer Specialist

Description - A Computer Specialist must be able to provide first level desk-side and phone support to users in desktop, laptop, wide area network, wireless and enterprise application support. Serves as an initial point of contact for Help Desk staff and referred work tickets. Demonstrates good written and oral communication skills.

Education: Relevant Associate’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience.

Experience: At least three years of demonstrated experience in desk-side computer support.

4.8 FUNCTIONAL AREA 8:

IT Accessibility Assessment and Analysis

Overview -- Apply business analysis and process management expertise to support the College’s Third-Party Risk Management Program and other Accessibility risk projects as assigned. Conduct technical and non-technical risk assessments and recommend mitigating actions or controls for Information Communications Technology currently in use, or proposals for provided internally or sourced from third parties.

Examples of potential work requests:

- Identify, analyze, and summarize the inherent and residual accessibility risk posture of third parties. Interpret, identify, and prioritize accessibility risk of the College’s third parties based on impact and likelihood.
- Ensure compliance with applicable policies, standards, laws, and regulations (e.g., WCAG, ADA, Section 508).
- Contribute to the development and implementation of Third-Party Risk processes, tools, policies, standards, and procedures.
- Ensure due diligence and ongoing monitoring controls are met; identify due diligence assessments and documentation required based upon services being provided.
- Performs initial review of due diligence documentation to ensure they are current and applicable to the product/service provided.
- Facilitate discussions in the resolution of performance, risk, and compliance issues identified during the review process of vendors.
- Interface with internal clients to assist with third party risk assessment and on-going risk monitoring functions

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Education: Relevant Bachelor’s Degree from an accredited college or university, or a satisfactory combination of education, training and experience. Qualified as a Certified Professional in Accessibility Core Competencies (CPACC) from the International Association of Accessibility Professionals (IAAP), or other relevant certification is preferred.

Experience: At least three years of experience in accessibility testing, analysis and reporting.

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SECTION 5 – PROPOSAL EVALUATION AND AWARD

5.1 Proposal Evaluation

5.1.1 Evaluation Process

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

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

5.1.2 Evaluation Criteria

The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror’s capabilities.

In order to be considered for award, bidders must meet all requirements (**REQUIREMENTS CHECKLIST- ATTACHMENT A**) to have technical proposal evaluated and scored. The Technical Proposal is valued at 80 points. Technical Proposal must achieve a score of 65 or above to be considered further.

The maximum point value to be awarded for an Offerors Technical Proposal is provided below:

Technical Proposal	Available Points
Qualifications and General Requirements	50 (maximum available points)
Experience and Past Performance	25 (maximum available points)
Proposal Organization	5 (maximum available points)

Price Proposal	Available Points
Price Proposal	20 (maximum available points)

Highest possible evaluation score =100

Up to three contracts will be awarded for each functional area, in the best interest of the College to multiple Offerors that can meet or exceed the terms, conditions, requirements, and specifications of this solicitation, and who meet the technical and price minimum evaluation points. Contracts will be awarded based on proposal rankings.

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SECTION 6 – PROPOSAL SUBMISSION

6.1 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 6.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror’s capabilities. Offeror’s are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Offeror must furnish the information as required by the RFP.

6.2 Required Proposal Submittals

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

6.2.1 Technical Proposal

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

6.2.2 Include in Technical Proposal the following:

- Transmittal Letter/Statement of Qualifications
- Requirements Checklist (Attachment A1)
- Completed Reference form (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Completed Contractor Information Form (Attachment D)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)

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

6.2.3 Transmittal Letter

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

6.2.4 Statement of Qualifications

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

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

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6.2.5 References

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

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

6.2.6 Subcontractors

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

6.2.7 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.

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SECTION 6 – PROPOSAL SUBMISSION-continued

6.3 Electronic Bid Submission

The following **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offerors proposals must be submitted **electronically**, as two separate PDF file attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single **email** prior to the proposal submission deadline date and time to 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.

Failure to submit all required submittals may render the bid non-responsive. The College will reject any offer without an authorized signature.

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SECTION 7- PRICE PROPOSAL

Offerors may choose to bid on one, several, or all functional areas. In order to be considered for contract award for a particular functional area, offeror must bid on all positions within that functional area.

Functional Area 1: IT Management and Project Management Consulting Services	Hourly Rate
Labor Category/Positions	
1. Strategic Planning Assistance	\$ _____/hour
2. Risk Assessment Analysis	\$ _____/hour
3. Business Process Reengineering (BPR)	\$ _____/hour
4. Project Manager	\$ _____/hour

Functional Area 2: Infrastructure and Engineering Systems	Hourly Rate
Labor Category/Positions	
1. Senior Systems Engineer	\$ _____/hour
2. Systems Engineer	\$ _____/hour
3. Office 365 Administrator	\$ _____/hour
4. Cloud Engineer	\$ _____/hour
5. Data Center Specialist	\$ _____/hour
6. Network Architect	\$ _____/hour
7. Senior Network Engineer	\$ _____/hour
8. Network Engineer	\$ _____/hour
9. Senior Voice Engineer	\$ _____/hour
10. Voice Engineer	\$ _____/hour

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SECTION 7– PRICE PROPOSAL-continued

Functional Area 3: Cyber Security and Privacy	Hourly Rate
Labor Category/Positions	
1. Cyber Defense Analyst	\$ _____/hour
2. Third Party Risk Analyst	\$ _____/hour
3. Cyber Defense Infrastructure Architect/Engineer	\$ _____/hour
4. Business Continuity Planning	\$ _____/hour

Functional Area 4: Web and Internet Systems	Hourly Rate
Labor Category/Positions	
1. Web Developer/Programmer	\$ _____/hour
2. Web Graphic Designer	\$ _____/hour
3. Web Information Architect	\$ _____/hour
4. Web Portal Administrator	\$ _____/hour

Functional Area 5: Application Support and Software Engineering	Hourly Rate
Labor Category/Positions	
1. Senior Application Programmer	\$ _____/hour
2. Application Programmer	\$ _____/hour
3. Software Engineer	\$ _____/hour
4. Workday/Ellucian (Banner) Enterprise Resource Planning (ERP) Analyst	\$ _____/hour

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SECTION 7– PRICE PROPOSAL-continued

Functional Area 6: Data Analytics and Reporting	Hourly Rate
Labor Category/Positions	
1. Data and Reporting Analyst	\$ _____/hour

Functional Area 7: Media and Classroom/Lab Education Center Support	Hourly Rate
Labor Category/Positions	
1. Instructional Facilities Design Specialist	\$ _____/hour
2. Audio-Visual Design, Installation, Maintenance and Repair Services Specialist	\$ _____/hour
3. Senior Computer Specialist	\$ _____/hour
4. Computer Specialist	\$ _____/hour

Functional Area 8: IT Accessibility Assessment and Analysis	Hourly Rate
Labor Category/Positions	
1. IT Accessibility Assessment and Analyst	\$ _____/hour

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT A - REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College. Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.

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

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ATTACHMENT C – NON-DEBARMENT ACKNOWLEDGEMENT

NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Montgomery College Board of Trustees or any employees of the College has any interest in the bidding company except as follows:

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery College should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

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ATTACHMENT D – CONTRACTOR INFORMATION FORM

C.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.

C.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

C.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.

C.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

C.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT E – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to:	Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850
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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT F – 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 Refer to Section I, and all other Sections referenced in Section I, for Bid/Proposal delivery instructions.

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

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

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

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

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

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

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

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

MINORITY PARTICIPATION Pursuant to Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. “Minority business enterprise” has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A “socially and economically disadvantage individual” means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g. LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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.

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It should be assumed that all sexual behavior by the Contractor’s employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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

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

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

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

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

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

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

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

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ATTACHMENT F – 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.

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

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

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

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

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ATTACHMENT G – 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”).

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement (“Participating Agency”), through their use of this 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 Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and “construed” in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

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II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

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School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITIAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

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**MWCOG Rider Clause
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____ Lead

Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

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<u>Questions</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency’s Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: purchasing@mwkog.org