

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



ADDENDUM #1

Issue Date: April 19, 2024

ADDENDUM FOR THE PURPOSE OF:

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

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

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

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

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

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

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

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



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. E524-019

**RFP TITLE:
WEB-BASED SOFTWARE SOLUTION FOR HIGHER EDUCATION WORKPLACE & STUDENT TRAINING**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time on **APRIL 23, 2024.**

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 Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporation must also be in good standing with the Maryland State Department of Assessments and Taxation. A copy of the registration or application for registration may be requested by the College.

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

Potential Proposers are invited to review and respond to this Request for Proposal (RFP) to provide Montgomery College with a web-based software solution for higher education workplace & student training, 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. **Failure to submit Technical Proposal and Pricing Proposal as separate attachments, will result bidding firm’s disqualification.** 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 23, 2024** 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, April 15, 2024**. 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 Contractors Responsibility for Employees/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.

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.

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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

- Technical Proposal, including all attachments and
 - 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
 - Functional Requirements Checklist for Courses (Supplementary)
- 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 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.

1.15 Contract Award

An award will be made in the best interest of the College to the highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offeror's will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.16 Contract Documents

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

1.17 Contract Term

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

1.18 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.

1.19 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.

1.20 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

1.21 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.

1.22 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 (if applicable).

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

Property Damage: \$300,000 each occurrence
Additional Insured - Montgomery College shall be named as an additional Insured on all liability policies.

These coverages 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.

1.23 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. **e524-019**. Current certificates must be provided to the College throughout the contract term.

1.24 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.

1.25 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.

1.26 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.

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1.27 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.

1.28 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.

1.29 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.

1.30 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.

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In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

1.31 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.

1.32 State of Maryland Proof of Registration

NOTE: Prior to the finalization of award and contracting, the successful vendor will be checked with the State of Maryland as proof that they are properly registered to do business in the State of Maryland and are in Good Standing. For further information, please visit:

<https://businessexpress.maryland.gov/manage/maintain-good-standing-status>

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES/SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's 2nd oldest community college. Founded in 1946, the College serves roughly 47,000 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, staff, and student workers. Many employees must complete annual training on numerous compliance topics. For example, approximately 1,800 of these employees are required to participate in annual ethics/code of conduct training, and an additional 700 are strongly encouraged to complete the training as a sign of their commitment to the institution and their professional development.

The College's Office of Compliance, Risk, and Ethics is comprised of multiple functions related to risk management. These collective responsibilities gathered in one unit increase the level of focus and accountability of risk management at the College. The College is interested in a dynamic web-based higher education workplace & student training solution that can enhance the institution's training capabilities and has the following characteristics.

- **C**onfigurable and customizable
- **A** variety of training topics of content to choose from
- **A**vailability of a variety of training modules to allow for annual updates to content
- **R**elevant to changing organizational needs
- **V**ector graphics

Montgomery College aspires to continuously develop and support a compliant and ethical culture, by offering an expansive array of student and workplace training solutions in an online format. Montgomery College seeks to increase the institution's capacity to cultivate and support a compliant and ethical culture to support organizational effectiveness. Online workplace training will enable employees to make better decisions and help enhance organizational effectiveness to support the College's mission, vision, and values.

2.2 Objective

The purpose of this RFP is to establish a contract with a qualified and experienced contractor that provides web-based training in a higher education setting for students, faculty, and staff. The ideal solution will provide proven-effective workplace training that supports compliance with federal and state training requirements. Potential Proposers should carefully read this document and all attachments in their entirety, as they may contain binding provisions that affect the rights and obligations of Proposer organizations. Proposers must comply with the instructions contained in this document.

2.3 Scope of Services

Higher Education Institutions like Montgomery College must adhere to a range of regulatory compliance laws. The Office of Compliance Risk and Ethics, the Office of Human Resources and Strategic Talent Management, and Student Affairs have institutional responsibility for enforcing compliance with these laws and providing training on issues, including Title IX, the Clery Act, ADA, Protection of Minors, Mandatory Reporting of Suspected Child Abuse, Ethics and Code of Conduct, and Workplace Harassment, among others.

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2.4 Learning Management System (LMS)

The College is seeking high quality web-based/Software as a service (SaaS) solution to deliver, manage, and report on training through our LMS SCORM-compliant platform. The ideal provider will offer a suite of already developed courses that address numerous regulatory compliance issues, workplace concerns, and reinforce ethical expectations.

Courses must reflect current regulations and the provider must provide updates when regulations change. The ideal provider will have a collection of training courses that allow the College to build and reinforce a compliant and highly ethical workforce. Training will be provided to new employees & students, annually for many employees, and on demand as needed to reinforce expectations in the workplace.

2.5 College Systems Integration

Montgomery College uses Workday as its ERP (enterprise resource planning) system; and Blackboard is our (learning management system), Therefore, any proposed web-based training solution should be compatible with Workday and Blackboard, SCORM compatible, and designed to be flexible enough to work with the next generation of cloud-based systems.

2.6 Web-based Training System/Application Requirements

- 2.6.1 Ability to provide federal/state legislative requirements regarding, at a minimum, Title IX/VAWA (for both students and employees), workplace harassment, ADA, youth protection, ethics and employee code of conduct in full-length format (30-40 mins) applicable to a higher education setting
- 2.6.2 Ability to provide realistic scenarios and cases applicable to a higher education setting.
- 2.6.3 Web-based training application is easily compatible with SCORM for our learning management systems
- 2.6.4 Web-based training application to provide options for interactive scenario-based examples that fit in a higher education environment.
- 2.6.5 Ability to allow employees to learn curriculum and test their knowledge.
- 2.6.6 Compliance monitoring/tracking/updating legal changes at the state and federal level.
- 2.6.7 Everything is accessible web-based, simple to set-up, access, and track employee's progress.

2.7 Course Specifications

Training will be assigned on an annual basis to specific employee groups, to new hires, and to individual employees in need of professional development as identified by managers or supervisors. The Title IX/VAWA course will be assigned to all incoming students and be available to all other students. The desired web-based training solution should include the following characteristics:

- *Configurable and customizable*
- *Provide a suite of Higher Education Workplace Training courses: A variety of modules on workplace compliance and ethics topics, courses specifically designed for higher education to include, at a minimum, Title IX/Clery/VAWA, ADA, Protecting Youth, Alcohol & Drug Misuse Prevention, Ethics and Employee Code of Conduct, Discrimination, and Workplace Harassment.*
- *Maintenance of Regulatory Compliance: Courses must reflect current Federal and Maryland law. Courses must be regularly updated by provider when laws and regulations change. The provider must commit to updating content within a reasonable timeframe.*
- *Regular Updates: Availability of a variety of training modules to allow for new course assignments each year featuring new content to increase employee engagement.*

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- *Vector graphics*
- *True-to-Life Scenarios & Cases: Reinforce course concepts using scenarios relatable to faculty and staff in a higher education workplace.*
- *Compliance Monitoring: Record assignments and completions.*
- *Simple Deployment: Course content is already developed, courses can be customized, content is accessible on hand-held devices, and courses can be integrated into the LMS of the College.*
- *Attestation: Learners can attest to receiving training on institution policies and procedures.*
- *Accessibility: Courses meet required accessibility standards and best practices. Provide an accessible learning environment for every learner with modern and interactive training.*
- *Customer Experience: Provide an experienced and dedicated team to work with from start to finish and beyond.*
- *Real-time data dashboards to help you monitor completion, measure pre- and post-course impact, and inform on-going strategy. Easily manage, customize, and report on training for students, faculty, and staff. Specifically built for higher education.*
- *Courses available in Spanish is preferred.*

The proposed web-based training solution shall focus on the following (Please include in detail answers to the questions in your proposal submission):

1. How will employees test their knowledge of course content?
2. To what degree can the College provide customizations and branding to match the provider's course to the institution's brand?
3. Can the web-based training incorporate Montgomery College-specific information (i.e., Policy, list of resources, information about confidential reporting line, etc.)?
4. Can web-based training capture an employee's or student's attestation to receiving information about the institution's Policies and Procedures?
5. Can web-based training provide interactive scenario-based examples that reflect a higher education environment?
6. To what degree can web-based training establish clear expectations regarding employee responsibilities to report wrongdoing?

2.8 Deliverables

I. A successful web-based **Title IX, Clery and VAWA training solution** will inform employees on (Please address the following items in detail and include response in your proposal submission):

- Federal requirements of, at a minimum, the following laws: Title IX, Clery, and VAWA.
- Statement of Prohibition: An unequivocal statement that the institution prohibits sexual violence (i.e., sexual assault, sexual harassment, domestic violence, dating violence, sexual exploitation, and stalking).
- What constitutes sexual violence or sexual harassment, including definitions and examples.
- Protections against retaliation.
- Safe and positive options for bystander Intervention.
- Risk Reduction information and recognizing warning signs of sexual violence, interpersonal violence.
- How to report incidents of sexual violence and sexual harassment (Responsible Employees role).

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- Review supportive measures for complainants and respondents.
- Attest to receiving the College’s Sexual Misconduct Policy and Procedures.
- View engaging displays and graphics applicable to a higher education setting and to easily view a variety of scenarios that address sexual violence.

II. A successful web-based **ADA training solution** will inform employees on (Please address the following items in detail and include response in your proposal submission):

- Federal requirements of Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act (1990), and ADA Amendments Act 2009.
- Definitions and types of disabilities.
- Reasonable accommodations to support individuals with disabilities in a higher education setting.
- How to ensure equal access to education.
- Review of Letter of Accommodation.
- Creating accessible documents.

III. A successful web-based **Protecting Youth training solution** will inform employees on the following (Please address the following items in detail and include response in your proposal submission):

- State requirements of Family Law Article of the MD Annotated Code, Sections 5-701 through 5-708 (Mandatory Reporting of Suspected Child Abuse).
- Statement of Prohibition: An unequivocal statement that the institution prohibits child abuse and intends to comply with mandatory reporting laws.
- What constitutes child abuse, including definitions (child abuse, child neglect, child sexual abuse) and examples.
- Protections for good faith reporting.
- Safe and positive options for reporting suspected child abuse.
- Recognizing warning signs of child abuse.
- How to report incidents of child abuse.
- Attest to receiving the College’s Protection of Minors Policy and Procedures.
- View engaging displays and graphics applicable to a higher education setting and to easily view a variety of scenarios that address child abuse.

IV. A successful web-based **Ethics and Employee Code of Conduct training solution** will enable the College to effectively train employees at all levels on ethical concepts relevant to a higher education setting and (Please address the following items in detail and include response in your proposal submission):

- Support Montgomery College’s Code of Ethics and adherence to accountability, civility and collegiality, compliance, fairness, honesty, respect, and stewardship. See MC Ethics and Code of Conduct Resources and MC P&P 31000 Code of Ethics and Employee Conduct.
- Attest to receiving the Code of Ethics and Employee Conduct Policy and Procedures and other relevant College policies and procedures based on the training content and needs of the College.
- Full-length training (at least 30-40 minutes).
- Include interactive scenarios to practice application of ethical concepts to increase the likelihood of success.
- Learn how their ethical choices may impact the work environment.

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- View engaging displays and graphics about ethical concepts applicable to a higher education setting and to easily view a variety of scenarios.
- View engaging displays and graphics that motivate them to explore a variety of “what if” scenarios.
- Interact with the web-based ethics/code of conduct training module content to evaluate ethical decision-making exercised in their work environment.
- Learn about the mechanism for confidentially reporting ethical concerns and what to expect once a concern has been raised.

2.9 Deliverables Deadline

Implementation of web-based training solution must begin within 30 days of receipt of purchase order. The goal is to have the courses deployed by **July 1, 2024** or shortly thereafter.

2.10 Project Approach/Timeline

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

To include but not limited to the following:

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

2.11 Project Management

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

2.12 Functional Requirements Checklist for Courses (Supplementary)

To be completed by Offeror and included with proposal submission. Offerors must answer “Yes” or “No” to each requirement as to the firm’s ability to meet that particular requirement. Proposing firms must meet all requirements outlined in the Functional Requirements Checklist, to be considered for contract award. The completed checklist must be included in the Offerors technical bid submission packet.

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SECTION 3 – QUALIFICATIONS AND SYSTEM REQUIREMENTS

3.1 Offerors 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 Past Experience Requirements

- Must have five (5) years of experience providing comprehensive compliance web-based training services to institutions of higher education, with a preference to community colleges, of similar size and scope.
- Offerer must demonstrate current and past experience with respect to conducting compliance training in higher education environment with specific examples of partnering with organizations with proven software solutions for students, faculty, and staff.
- The Offerer 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 Implementation

A successful web-based training solution will address these implementation factors (Please address the following items in detail and include response in your proposal submission)

- Equally suitable for use with a variety of mobile and desktop devices.
- SCORM compatible.
- Ability to configure the training to fit the brand of the institution.
- Ability to provide links and attachments for resources.
- Cost.
- Ease of navigation.
- Ease of maintenance.
- Security controls and procedures.
- Compliance with Accessibility standards WCAG AA 2.2
- Analytics on employee usage and findings.
- Ease of integration with Workday
- Attestation
- Interactive questions to apply knowledge

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3.4 Customer Service/Technical Support Requirements

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

3.5 Training Requirements

1. Contractor shall provide a timeline of the steps in the implementation process, inclusive of training. This timeline shall include both the timeline of steps to be provided by the Contractor and the timeline of steps to be provided by the College.
2. Contractor shall provide a designated trainer(s) to be available to provide training through the implementation of the solution.
3. Contractor shall provide all training material(s).
4. Contractor shall provide continued and ongoing training for new or updated features on an annual basis as needed.
5. Contractor's continued or ongoing training options should include, live web-based, or web-based options.
6. Contractor's training shall not be considered complete until the College agrees that the solution is fully operational and each designated system user has shown the ability to successfully gain access to and operate the solution.

3.6 Maintenance and Support Requirements

1. Offeror must explain ongoing maintenance and support for the proposed software and hardware options.
2. Ongoing maintenance fees should include free vendor-developed **software updates** once a year or more.
3. Describe technical support, context sensitive online help, and customer service.

Note: Licensing and support fees must be included in the "Costs" section of your proposal. Response time for service when necessary must be less than 4 hours from the time the problem was reported. The continuous functioning of the system host (transaction processor and file server) should be considered a high support priority.

3.7 Contractors 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.

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SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS

4.1 Network and Hosting Requirements

The proposed technology solution will be hosted by the Vendor or by a qualified third-party Vendor. The Vendor or its subsidiaries or subcontractors shall not transmit data on or through the College network or any devices that are a part of that network or store data on any devices that are part of that network. The College requires that all of its data be stored in the continental U.S. To review Montgomery College Information Technology Standards, visit: https://info.montgomerycollege.edu/offices/information-technology/it-security/it_standards.html.

4.2 Data Protection

All college vendors or potential vendors who provide technology resources or services in the form of software, hardware, electronic content, or support documentation and services as well as those vendors who host and/or process College data in support of service offerings must provide evidence of its security program and posture *prior to contract award*. This includes the satisfactory completion (as determined by Montgomery College IT Security personnel) an associated questionnaire(s) on security and privacy controls, and/or provide supporting documentation, e.g. SOC 2 report.

Note: The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or current SOC 2 report, upon request.

In addition, specific controls are required to support the confidentiality, integrity, and availability of college data, including but not limited to:

- Solution must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
- Solution must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
- Solution must employ TLS 1.2 or greater for all College data in-transit including any website or application portal.
- Solution must encrypt College data stored and maintained using at least the industry standard encryption algorithm AES-128 or greater.

If a multi-year contract, a satisfactory updated security questionnaire and/or SOC 2 report is required and must be submitted within thirty (30) days prior to start of contract renewal period.

4.2.1 Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Vendor acknowledges that its performance of Services under the Agreement may involve access to Confidential Information of the College including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state, federal and/or international laws/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and the Payment Card Industry Data Security Standards promulgated by the PCI Security Standards Council; and Regulation 2016/679 of the European Parliament and of the Council on the

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protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as well as any national, state or territorial implementations of such laws (as may be amended, superseded or replaced) (collectively, "GDPR"). Vendor agrees to comply, and require subcontractors to comply, with all applicable federal, state and international laws and industry standards restricting the access, use and disclosure of Protected Information.

4.2.2 Prohibition on Unauthorized Use or Disclosure of Protected Information

Vendor agrees to hold the College's Protected Information, and any information derived from such information, in strictest confidence. Vendor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by the College, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Vendor will notify College in writing within one business day upon receiving notice of such requirement and prior to any such disclosure, to give College an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the College does not otherwise oppose or respond to the disclosure notice, Vendor shall provide to the College a copy of any Protected Information disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by the College.

Notwithstanding any other provisions of this Agreement, this Section does not prohibit or limit Vendor from any use or disclosure of any information that may be the same as any Protected Information but which Vendor can demonstrate by documentary evidence was (i) properly obtained by Vendor without access to, reference to or use of any Protected Information, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Information.

4.2.3 Safeguard Standard

With respect to the College's Protected Information, Vendor shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the College's Protected Information, and that are reasonably designed to help protect the College's Protected Information from unauthorized access, use, modification, disclosure or destruction. If the Vendor discovers a breach of its security system, Vendor shall notify the College in accordance with the requirements of MD State Gov't. Article, §10-1305, or successor provision and shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Information electronically from individuals on behalf of the College, Vendor shall utilize a privacy statement or notice in conformance with such principles.

Vendor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Information. While Vendor has responsibility for the Protected Information under the terms of this Agreement, Vendor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

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1. All facilities used to store and process Protected Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Vendor components must employ TLS 1.2 or greater for all College data in-transit including any website or application portal. All data at rest must be encrypted using at least the industry standard encryption algorithm AES-128 or greater.
3. Vendor warrants that the Vendor Products and/or services (including any products and/or services provided by affiliates or subcontractors) must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
4. Vendor will require its employees and those of its affiliates and subcontractors to use multi-factor authentication to connect to all partner and sub-contractor systems that handle College data (at rest or in transit).
5. Vendor will use industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in providing Services under this Agreement.
6. Vendor shall not store or process Protected Information outside of data centers located in the United States.
7. Vendor must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
8. Vendor must provide its latest SOC 2 Type 2 reports, penetration test reports, PCI Attestations of Compliance for Service Providers, and any other relevant updated security documentation when it becomes available, or at least 60 days prior to renewals, or upon request by Montgomery College.
9. Vendor acknowledges and agrees that the College has, prior to entering into the Agreement, conducted Vendor Security Risk Assessments. Vendor agrees that it shall complete and cause its affiliates and subcontractors to complete remediation if required.

4.2.4 Return and Destruction of Protected Information

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Protected Information to College in an agreed upon format, and Vendor must destroy any copies of Protected Information remaining within its possession or control. This provision shall also apply to all Protected Information that is in the possession or control of affiliates or subcontractors of Vendor.

Such destruction shall be accomplished by “purging” or “physical destruction” in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to College that such return and destruction has been completed. Vendor’s affiliates and subcontractors must also make such certification to College.

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SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

4.2.5 Breaches of Protected Information

For purposes of this section, the term “Breach,” has the meaning given to it under the applicable state, federal or international law and/or regulation.

I. Reporting of Breach

Within one business day upon discovery of a confirmed Breach, Vendor shall report in writing to the College. In no event shall the report be made more than two (2) business days after Vendor knows a Breach has occurred. In the event of a suspected Breach, Vendor shall keep the College informed regularly of the progress of its investigation until the uncertainty is resolved.

Vendor’s report shall identify:

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Information accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure.
6. Vendor shall provide such other information, including a written report, as reasonably requested by College.

II. Coordination of Breach Response Activities

1. Immediately preserve any potential forensic evidence relating to the Breach;
2. Promptly (within 2 business days) designate a contact person to whom the College will direct inquiries, and who will communicate Vendor responses to College inquiries;
3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore College service(s) as directed by the College, and undertake appropriate response activities;
4. Provide status reports to the College on Breach response activities, either on a daily basis or a frequency approved by the College;
5. Coordinate all media, law enforcement, or other Breach notifications with the College in advance of such notification(s), unless expressly prohibited by law;
6. Make all reasonable efforts to assist and cooperate with the College in its Breach response efforts; and
7. Ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in College-initiated meetings and/or conference calls regarding the Breach.

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III. PCI Compliance

College is required to maintain a program to monitor a third-party service provider’s PCI DSS compliance at least annually. Vendor is responsible as a “service provider” under Requirement 12.8 of the PCI DSS for the security of cardholder data that it possesses, or that passes through it relating to receiving, storing, processing, and transmitting of the cardholder data and must at all times comply with all applicable requirements of, and annually validate such compliance with, the PCI DSS. Vendor will annually provide the College with evidence of its current validation of compliance with PCI DSS requirements. Such evidence must be specific and sufficient to enable the College to confirm that all applicable PCI DSS requirements are met. Vendor shall immediately notify College if it learns that it is no longer PCI DSS compliant and will immediately provide the College with the steps being taken to remediate the non-compliance status. Vendor is responsible to ensure that its affiliates and/or subcontractors comply with this provision.

IV. Cost Arising from Breach

In the event of a Breach (including of payment card data) by the Vendor or its staff, affiliates, or subcontractors, Vendor agrees to promptly reimburse all costs to the College arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of College personnel responding to Breach, civil or criminal penalties levied against the College, attorney’s fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the College.

4.2.6 Examination of Records

College shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions and work related to the Agreement until the expiration of three years after final payment hereunder. Vendor shall retain project records for a period of three years from the date of final payment.

4.2.7 Assistance in Litigation or Administrative Proceedings

Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to College at no cost to College to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against College, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

4.2.8 Insurance

Vendor shall maintain at all times during the term of this Agreement, at its own expense, cyber liability and technology errors and omissions insurance with limits not less than **\$3,000,000** for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Vendor’s performance of services.

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Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages and shall include a requirement that the Insurance Company shall notify the College in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of its policy. A certificate of insurance shall be furnished to the College. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the College. The insurers must have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

4.2.9 Survival

The Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages due to supporting data center outages. Any backup site used to store College Protected Information shall include the same information security and privacy controls as the primary data center(s).

4.3 Technology Accessibility

All information and communication technology (ICT) developed, purchased, upgraded or renewed by or for the use of the College shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Vendor shall also comply with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG).

Offeror must submit an accessibility conformance report with response, if offering electronic content, software, hardware or support documentation and services in response to this solicitation. If an accessibility conformance report is not available, the bidder must complete the Voluntary Product Accessibility Template (VPAT) and submit with response. The WCAG VPAT template is available at <https://www.section508.gov/sell/vpat>.

A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process, and ***failure to provide this documentation if requested may result in the disqualification of submitted response.**

Prerequisite: Prior to contract award, the highest ranked bidder may be required to submit additional supporting documentation including:

- A product accessibility demonstration
- A recent accessibility audit report for the product/service
- A description of the process and methods used to evaluate accessibility compliance
- A description of how digital accessibility fits into your product development lifecycle
- A description of accessibility testing processes
- A description of any modifications, peripherals, etc., that can be used to make inaccessible features of your product functionally accessible
- A description of the extent to which your product is accessible to people with disabilities. Please include all common types of visual, hearing, motor, and cognitive disabilities

Note: The College reserves the right to disqualify any bidding firm that fails to provide a completed ACR, product accessibility demonstration, or other accessibility conformance documentation.

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If a **multi-year contract**, a satisfactory updated Accessibility Conformance Report or an Accessibility Roadmap documenting progress in remediating accessibility issues is required and must be submitted within thirty (30) days prior to the start of the contract renewal period.

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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

Functional Requirements Checklist for Courses (Supplementary) is to be completed by Offeror and included with proposal submission. Offerors must answer “Yes” or “No” to each requirement as to the firm’s ability to meet that particular requirement. Proposing firms must meet all requirements outlined in the Functional Requirements Checklist, to be considered for contract award. The completed checklist must be included in the Offerors technical bid submission packet.

Scoring by the College Evaluation Committee will be based on the following criteria:

Criteria Description	Maximum Point Value
<p><u>Project Understanding and Approach</u> 0-30 points based on Offeror’s clear understanding of the background and requirements of the Scope of Work (provide detail in response). Ability to demonstrate the tasks that must be accomplished to complete the project, and a narrative description of the plan to execute them. Project approach and timeline to be outlined in detail.</p>	30
<p><u>Qualifications</u> 0-15 points based on professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror’s organization size, length of time the organization has been providing the required services.</p>	15
<p><u>Past Performance and Experience</u> 0-15 points based on Offeror having successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services to institutions or public-sector entities similar in size and scope of Montgomery College.</p>	15
<p><u>Product Demonstration</u> 0-20 points for presentation of proposed solution and capability.</p>	20
<p><u>Price Proposal</u> 20 points will be given to the Offeror with the lowest price</p>	20

Highest possible evaluation score=100 points

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SECTION 5 – PROPOSAL EVALUATION AND AWARD-continued

5.1.3 Technical Proposal

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

Oral Presentation/Demonstration

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

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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. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

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
- Project Approach & Timelines
- 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)
- Functional Requirements Checklist for Courses (Supplementary)

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

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SECTION 6 – PROPOSAL SUBMISSION-continued

- Offeror’s corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

6.2.5 Project Approach and Timelines

Offeror shall submit a project approach, detailing assessment process. Approach must include completion timelines consistent with the completion date of the project. Specific plans and methodology for providing the required services (see Section 2.8).

6.2.6 References

The Offeror must submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the 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.

6.2.7 Subcontractors

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

6.3 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.

6.4 Functional Requirements Checklist for Courses (Supplementary)

To be completed by Offeror and included with Proposal submission. Proposing firms must meet all requirements outlined in the Functional Requirements Checklist, to be considered for contract award.

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SECTION 6 – PROPOSAL SUBMISSION-continued

6.4 Electronic Bid Submission

All Offerors proposals must be submitted electronically, as two separate PDF file 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 prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

Failure to submit Technical Proposal and Pricing Proposal as separate attachments, will result bidding firm's disqualification.

- **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

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

Line	Description	Cost
Web-based Training for Title IX and Child Abuse		
1	Base System – Software License/Hosting/Maintenance & Support Fee (Year 1)	\$
2	Implementation Cost (Installation/Integration, Technical and User Documentation, etc.) (Year 1 only)	\$
3	License/Hosting/Maintenance Support Fees to include updates, revisions for base systems and any utilities/3rd parties. New Releases/functionality and technical support/online help/customer service (Year 2)	\$
4	License/Hosting/Maintenance Support Fees to include updates, revisions for base systems and any utilities/3rd parties. New Releases/functionality and technical support/online help/customer service (Year 3)	\$
5	License/Hosting/Maintenance Support Fees to include updates, revisions for base systems and any utilities/3rd parties. New Releases/functionality and technical support/online help/customer service (Year 4)	\$
6	License/Hosting/Maintenance Support Fees to include updates, revisions for base systems and any utilities/3rd parties. New Releases/functionality and technical support/online help/customer service (Year 5)	\$
GRAND 5-YR TOTAL		\$

Optional Items	Pricing
Additional modules required or proposed addons	\$

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

Montgomery College is tax exempt, certification provided upon request

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SECTION 7– PRICE PROPOSAL – continued

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
<hr/>	
Title	Authorized Signature and Date

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SUPPLEMENTARY
Checklist with responses must be included in the submitted proposal

Instructions to Bidders: 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.

FUNCTIONAL REQUIREMENTS CHECKLIST FOR COURSES	YES OR NO
1. Do you have a course for higher education faculty and staff that is compliant with Title IX and the Violence Against Women Reauthorization Act's ("VAWA") Campus Sexual Violence Act (SaVE Act") provision, Section 304?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you have a course for higher education students that is compliant with the Violence Against Women Reauthorization Act's ("VAWA") Campus Sexual Violence Act (SaVE Act") provision, Section 304 for student prevention education that addresses sexual and domestic violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you have a course for higher education faculty and staff on the ADA Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act (1990), and ADA Amendments Act 2009?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you have a course for faculty and staff on how to protect minors in a higher education setting? Does the course review how to identify and respond to child abuse and the role of mandatory reporters?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you have a course for higher education faculty and staff on ethics and code of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do you have a course for higher education faculty and staff on workplace harassment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are courses customizable to include Montgomery College's branding, policy information, listing of resources, and processes to report concerns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Do courses have a quiz, test and/or scenarios?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Do courses have higher education related scenarios?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Is course content relatable to employees and students from a diverse range of backgrounds and identities (religious, adult learners, LGBTQ+, disability, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do courses have a way to attest to the institution's policies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Are courses interactive?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Are courses accessible and do they meet WCAG 2.2 AA standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Do you offer Spanish versions of the courses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Are the course files either AICC, SCORM 1.3 or SCORM 2004 compliant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Can courses integrate with cloud-based Blackboard (LMS) and Workday (ERP) systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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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 (if you do not have any pending litigation mark "NA or "No").

_____ 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

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL TITLE:
WEB-BASED SOFTWARE SOLUTION FOR HIGHER EDUCATION WORKPLACE & STUDENT TRAINING
RFP NUMBER: E524-019
RFP CLOSING DATE AND TIME: APRIL 23, 2024

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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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 disadvantaged 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 Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporation must also be in good standing with the Maryland State Department of Assessments and Taxation. A copy of the registration or application for registration may be requested by the College.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT 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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USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND PUBLIC AGENCIES 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, **including** the entities 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.

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

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL TITLE:
WEB-BASED SOFTWARE SOLUTION FOR HIGHER EDUCATION WORKPLACE & STUDENT TRAINING
RFP NUMBER: E524-019
RFP CLOSING DATE AND TIME: APRIL 23, 2024

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

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

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 METROPOLITAN 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

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

- Howard County Public Schools System
- Howard Community College
- Queen Anne’s County
- Queen Anne’s County Public Schools

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

**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.

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL TITLE:
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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

<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