

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
IT INFRASTRUCTURE PRODUCTS, SOFTWARE & SERVICES
RFP NUMBER: E526-007
RFP CLOSING DATE AND TIME: MAY 8, 2026 @ 3:00 PM



ADDENDUM #2

Issued: April 21, 2026

ADDENDUM FOR THE PURPOSE OF:

- To extend the closing date, from **April 24, 2026** at 3:00 pm, to **May 8, 2026** at 3:00 pm.
All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time (EDT) on **May 8, 2026**

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
IT INFRASTRUCTURE PRODUCTS, SOFTWARE & SERVICES
RFP NUMBER: E526-007
RFP CLOSING DATE AND TIME: APRIL 24, 2026 @ 3:00 PM



ADDENDUM #1

Issued: April 13, 2026

ADDENDUM FOR THE PURPOSE OF:

- To replace Section 4.2 Data Protection – first paragraph with the following paragraph:
“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 applies to any proposed solution at the time of evaluation and procurement of a product. 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.”
- To replace Section 2.4 Information Technology Infrastructure Categories –with the following Paragraph:
Offerors may respond to one or more of the six categories listed below. It is anticipated that multiple awards will be made in each Category and responding firms may be awarded in one or more categories:
 - ✚ **Category 1** – Network Hardware and Software
 - ✚ **Category 2** – IT Security
 - ✚ **Category 3** – Data Center Infrastructure
 - ✚ **Category 4** – Telecommunications
 - ✚ **Category 5** – Systems and Storage
 - ✚ **Category 6** – Labor
- To extend RFP closing date, from April 17, 2026 at 3:00 pm, to **April 24, 2026** at 3:00 pm.
- To provide the questions and answers on pages 3 – 6 of addendum.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

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ADDENDUM #1 – continued

Issued: April 13, 2026

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time (EDT) on **April 24, 2026**

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
<p>1. Are we required to complete Attachment G? I don't understand this purchasing team rider clause or if/how it applies. Are you able to clarify?</p>	<p>The Mid-Atlantic Purchasing Team (MAPT) Cooperative Rider Clause is a provision that allows other public agencies to "ride," or piggyback, on a contract awarded by the lead agency (MC). This clause notifies vendors that designated public entities may utilize the contract under the same terms and conditions. It is provided for informational purposes only and does not require any action from the vendor unless an Offeror elects not to permit participation under the contract.</p>
<p>2. In <i>Section 6</i>, the sections for proposal response are stated. However, requirements for the proposal response are also provided in <i>Sections 3 and 4</i>. Does Montgomery College expect offerors to respond to every subsection of Sections 3 and 4 in their technical response? Please clarify the proposal organization requirements.</p>	<p>As stated in the RFP, Section 6 outlines the required structure and format for proposal submissions and should be used as the primary guide. Sections 3 and 4 outline qualification & experience requirements. Offerors are expected to ensure that their technical response adequately addresses all applicable requirements outlined in Sections 3 and 4, as relevant to the services being proposed. We encourage all offerors to carefully review the RFP in its entirety to ensure full compliance with submission requirements.</p>
<p>3. In <i>Section 2.3</i> Scope of Work & Services there is a requirement to respond to 2.3.1 Infrastructure Products, 2.3.2 Software and Licensing, and 3.2.2 Professional and Managed Services. Are these meant to be responded to as subsections within each of the 6 categories (Section 2.4) an offeror is responding to or are these meant as standalone areas separate from the 6 categories to be responded to? Please clarify.</p>	<p>Bidding firm's proposal must address sections 2.3.1, 2.3.2, and 2.3.3 of RFP. In addition, 2.4 (Information Technology Infrastructure Categories) simply reflects hardware, software and associated labor that may be purchased under the resultant contract. Bidding firm's proposal should also include all categories outlined in section 2.4, that it can offer under the contract.</p>
<p>4. The RFP mentions three positions in <i>Section 3.2</i>, Account Manager, Sales Engineer and Solutions Architect. The RFP states that resumes must be provided for the Sales Engineer and Solutions Architect as part of the proposal. Does a resume for the Account Manager also need to be included as part of the proposal? Please clarify which positions require resumes as part of the proposal.</p>	<p>The RFP states that resumes must be provided for the Sales Engineer and Solutions Architect or similar position only as part of the proposal. Account Manager is not required.</p>
<p>5. Will the College consider extending the due date by 2 weeks?</p>	<p>The closing date has been extended to April 24, 2026 at 3:00 p.m.</p>
<p>6. If an Offeror seeks award in multiple categories, does that automatically make the Offeror eligible for consideration as a Solutions Contractor, or must the Offeror explicitly state that intent and provide a distinct integrated-solution narrative in its Technical Proposal?</p>	<p>An Offeror seeking award in multiple categories is not automatically considered for designation as a Solutions Contractor. Offerors must explicitly state their intent to be considered as a Solutions Contractor and provide a clear, integrated-solution narrative within their Technical Proposal.</p>
<p>7. Please confirm whether an Offeror that is awarded a category, but not initially awarded a specific brand within that category, may later request that brand be added through contract modification, subject to college approval.</p>	<p>Yes.</p>

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<p>8. <i>Section 2.4</i> shows Category 2 as Telecommunications and Category 4 as IT Security, but <i>Section 2.4.1</i> appears to list them differently. Can you please confirm the correct category numbers and which manufacturers belong to each category?</p>	<p>See cover page of Addendum. The paragraph has been replaced with the revised paragraph.</p>
<p>9. <i>Section 3.6</i>, Will the College accept a link to a list of an offeror’s certifications, rather than as separate attachments?</p>	<p>Yes.</p>
<p>10. Should pricing remain firm for 120 days after the proposal submission deadline or after contract award? These provisions are contradictory and materially impact pricing risk.</p>	<p>The basis of pricing for any award resulting from this RFP will be based on a percentage discount from Standard Educational List Price (SELP). An actual price proposal is not required as part of this solicitation.</p>
<p>11. What criteria and scoring thresholds determine Solutions Contractor designation? Are Solutions Contractor awards separate contracts, or a designation applied to already-awarded IDIQ vendors?</p>	<p>See all of <i>Section 5</i> of the RFP document. Evaluation criteria is provided in detail.</p>
<p>12. Please confirm the correct category numbering. There is a direct conflict between <i>Sections 2.4</i> and <i>2.4.1</i> in the labeling of Categories 2 and 4.</p>	<p>See cover page of Addendum. The paragraph has been replaced with the revised paragraph.</p>
<p>13. Is full coverage of all listed brands/products required within each category, or may Offerors propose partial capabilities within a category?</p>	<p>Full coverage of the listed, hardware, software and services brands/products is highly desired, but are not be limited to the list and/or providers. Vendors are encouraged to offer other industry leading hardware & software solutions.</p>
<p>14. Does the background check requirement apply to all offerors across all six categories, or is it specific to Category 6 (Labor) and categories where contractor staff will have on-site College access?</p>	<p>The College requires specific background and reference checks for each placement. Any potential contractors who would be working on-site are required to undergo the necessary background and reference checks.</p>
<p>15. Is there a required form or format for acknowledging addenda, or is a written statement within the transmittal letter sufficient?</p>	<p>The Offeror should acknowledge and sign the cover page of the Addendum and return with the proposal submission.</p>
<p>16. Please confirm that there are no font size requirements, no font type requirements, and no page limits.</p>	<p>There are no font size or font type requirements, and no page limits.</p>
<p>17. <i>Section 2.4</i> states that Offerors for all categories shall submit a resume for their proposed Solutions Architect, while <i>Section 3.2.2</i> states that this is required only for Offerors seeking to be considered as Solutions Contractors. Please clarify which instruction applies.</p>	<p>The RFP states that resumes must be provided for the Sales Engineer and Solutions Architect or similar position only as part of the proposal. Account Manager is not required.</p>
<p>18. <i>Section 2.4</i> lists Category 2 as Telecommunications and Category 4 as IT Security, while <i>Section 2.4.1</i> appears to reverse those labels. Please confirm the correct category numbering and corresponding manufacturer/category alignment.</p>	<p>See cover page of Addendum. The paragraph has been replaced with the revised paragraph.</p>
<p>19. The title page states that prices must remain firm for 120 days after proposal closing, while <i>Section 1.5</i> states 120 days after award date. Please confirm the correct proposal validity period.</p>	<p>The basis of pricing for any award resulting from this RFP will be based on a percentage discount from Standard Educational List Price (SELP). An actual price proposal is not required as part of this solicitation.</p>
<p>20. If an Offeror bids Category 6 – Labor and proposes subcontractor personnel, is the College seeking resumes only for</p>	<p>The RFP states that resumes must be</p>

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key proposed lead personnel, or for all labor categories that may be provided under future task orders?	provided for the Sales Engineer and Solutions Architect or similar position only as part of the proposal. Account Manager is not required.
21. For proposed personnel resumes, should resumes be included within the main Technical Proposal narrative, or may they be provided as an appendix/attachment to the Technical Proposal?	See answer provided on question 20.
22. <i>Sec 3.15:</i> Background and Reference Checks Requirements; Are only on-site engineers required to undergo background checks or would all personnel involved in the sales and engineering process for Montgomery College sales also be required to undergo background checks? Would off-site engineers providing remote services (engineers who would access MC internal infrastructure thru secure systems) also require background checks? Please also indicate if non-technical personnel such as account managers, order processors or inside salespeople must pass background checks. Please provide any clarification you can.	The College requires specific background and reference checks for each placement. Any potential contractors who would be working on-site are required to undergo the necessary background and reference checks.
23. <i>Sec 4.2:</i> Data Protection; Will vendors who do not intend to host ANY Montgomery College data or applications on vendor premises be required to fill out the security questionnaire and/or SOC 2 report? Is this requirement intended to be for the specific solution that is being proposed (which usually is based on the security status of the OEM or Software Publisher) or is it based on the security status of the vendor/reseller of the IT product? Essentially, will a vendor/reseller be disqualified from E526-007 in its entirety if they are not SOC 2 compliant?	Section 4.2 (Data Protection) applies to any proposed solution at the time of evaluation and procurement of a product, rather than at the time of contract award. Data protection and accessibility requirements are only applicable if the product or solution being procured falls within the scope of those requirements.
24. Would also like to request an extension of the due date of 1 week to April 24th.	The closing date has been extended to April 24, 2026 at 3:00 p.m.
25. Clarification related to <i>Category 6: Labor</i> . Specifically, could you please advise whether there is an existing incumbent contractor or contractors performing work under Category 6? If so, to the extent permitted, any high-level information regarding the incumbent(s) would be helpful for proposal planning purposes.	Yes, there are existing incumbent contractors performing work under Category 6. Providing professional and managed Services.
26. Should OEM or Software Publishers respond to this RFP?	Typically, the responders to the RFP are authorized resellers, rather than OEM or Software Publisher vendors.
27. Can the College confirm whether there are any Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) participation goals associated with this solicitation? If so, please provide the required percentage and any documentation or reporting requirements.	No, however minority vendors are encouraged to respond to this solicitation in accordance with the terms and conditions, and requirements.
28. Can the College provide a detailed evaluation criteria breakdown, including scoring weights for hardware, software, services, pricing, and qualifications?	See all of Section 5 of the RFP document. Evaluation criteria is provided in detail.
29. Please clarify how the College will evaluate vendors proposing across multiple categories versus those proposing in a single category, and how "Solutions Contractor" designation impacts award decisions and task order opportunities.	The College will be evaluating vendors at the category level. Vendors proposing only one single category will not be negatively affected.

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30. Can the College provide estimated annual spend by category or historical purchasing volumes to assist vendors in preparing competitive pricing and resource planning?	The contract due to expire on June 30, 2026 was awarded by the Board of Trustees for a total five-year estimated contract amount of \$25,000,000.
31. Can the College provide guidance on expected or target discount ranges for each category, or historical discount benchmarks from prior contracts?	No, not at this time.
32. Will the College allow vendors to propose select manufacturers within a category, or is authorization required for all listed manufacturers within a category?	The Offeror shall be an authorized reseller, distributor, or partner of the manufacturers for the products and solutions proposed under this RFP. Offeror is encouraged to include additional brand(s) or manufacturer(s) not listed in the Pricing Discount Proposal.
33. Can the College clarify the approval process and evaluation criteria for subcontractors, and whether subcontractors identified at proposal submission will be pre-approved upon contract award?	The prime contractor shall be responsible in all matters required by this RFP for any and all sub-contractors. Sub-Contractors must be identified with stated roles and responsibilities. Payments for goods and services will be made only to prime contractors. The College reserves the right to approve or disapprove any subcontractor who will be performing work related to the contract.
34. Can the College provide defined Service Level Agreement (SLA) requirements for support services, including response times, resolution times, and performance metrics?	No, not at this time.
35. Will manufacturer-standard warranties be acceptable where they differ from the stated requirements, and can exceptions be proposed for specific OEMs?	Yes, also see section 3.11.
36. Will the College consider certified refurbished or remanufactured equipment as part of cost-optimization strategies when aligned with manufacturer warranties?	Yes, also see section 3.8.
37. Will the College consider holding a pre-proposal conference or issuing additional clarifications to address vendor questions and ensure aligned responses?	No, questions are addressed with this addendum.
38. For vendors awarded under hardware-only categories, will they be eligible to participate in Task Order Requests that include both hardware and associated services, either independently or through approved subcontractors?	No.

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



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. E526-007

RFP TITLE: IT INFRASTRUCTURE PRODUCTS, SOFTWARE & SERVICES

All proposals **MUST BE RECEIVED electronically** by 3:00pm Eastern Daylight Time on **APRIL 17, 2026.**

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

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

**Patrick Johnson, MBA
Director of Procurement**

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

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporations must be registered, and in good standing no later than proposal submittal deadline date. A copy of the registration or application for registration may be requested by the College. The registration process can be completed at the following link: <https://businessexpress.maryland.gov/start/register-a-business-in-maryland>

NOTE: Failure to complete the registration process by the proposal submittal deadline listed above, **WILL** result in the disqualification of your submitted proposal.



MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL TITLE: IT INFRASTRUCTURE PRODUCTS, SOFTWARE & SERVICES
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with information technology infrastructure products, software & services in accordance with all terms and conditions contained 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 Discount 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 17, 2026** 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, Procurement & Contracts 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 9, 2026**. 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 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.

1.8 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

1.9 Proposal Evaluation

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

- 1.9.1 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:
 - 1.9.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
 - 1.9.1.2 Offeror is financially stable.
- 1.9.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.9.2.1 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.
 - 1.9.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.10 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:

- 1.10.1 Failure to meet the mandatory specifications and requirements.
- 1.10.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.10.3 Failure to supply appropriate and favorable client references.
- 1.10.4 Submittal of an incomplete Price Proposal page.
- 1.10.5 Failure to sign the proposal.
- 1.10.6 Failure to return any addenda acknowledgements
- 1.10.7 Submittal of conditional, alternate or multiple proposals.
- 1.10.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.10.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.11 Required Submittal List

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

1.11.1 For any portion of your proposal that you reasonably believe is confidential commercial or financial information as defined in the MPIA described in Section 1 of this RFP, **provide a duplicate copy of your technical and price proposal with proposed redaction of such information.** Failure to provide a duplicate redacted copy constitutes your acknowledgement that all information in your technical and price proposal is not confidential commercial or financial information.



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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.12 Failure to Submit

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

1.13 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.

1.14 Contract Award

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

1.15 Contract Documents

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

1.16 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.

1.17 Notification of Change in Personnel Assigned to Contract

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

1.18 Notification of Change in Financial Condition

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



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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.19 Contract Modification and Amendment

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

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

1.20 INSURANCE REQUIREMENTS (if applicable)

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

- a) **Commercial General Liability** Insurance including all extensions:

Each Occurrence	\$2,000,000
Personal Injury	\$2,000,000
General Aggregated	\$2,000,000
- b) **Workmen’s Compensation** Insurance and Unemployment Insurance as required by the laws of the State Maryland.
- c) **Property Damage Liability** Insurance with a limit of not less than \$2,000,000 each accident.

If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name on its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor’s liability for bodily injury or property damage, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.



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1.21 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. E526-007. Current certificates must be provided to the College throughout the contract term.

1.22 Termination of Insurance

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

1.23 Contract Assignment

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

1.24 Contract Deadlines and Failure to Deliver

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

1.25 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.

1.26 Public Record and Proprietary Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act (“MPIA”), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the MPIA, may be exempted from disclosure.



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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 may be disclosed upon request under the MPIA.**

1.27 Confidentiality

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

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

1.28 Family Educational Rights and Privacy Act

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



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1.29 Ownership of Documents and Materials

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the College upon request by the College shall become and remain the exclusive property of the College upon termination or completion of the services. The College shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The College shall be the owner for purposes of copyright, patent or trademark registration.

1.30 State of Maryland Proof of Registration

Proof of State of Maryland business registration and standing will be verified with the Maryland State Department of Assessments and Taxation. For further information, please visit:
<https://businessexpress.maryland.gov/manage/maintain-good-standing-status>.

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.



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SECTION 2 – BACKGROUND AND SCOPE OF WORK & SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 43,000 students each year through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, East County Education Center and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,365 faculty, administrators, and staff.

Montgomery College, Office of Information Technology is comprised of approximately 140 staff members. The Help Desk receives approximately 54,000 calls from the College community yearly. The current hardware inventory carries over 25,000 items, with a value of approximately \$50 million. This includes but is not limited to desktop and notebook computers, printers, servers, and network infrastructure.

2.2 Objective

Montgomery College is seeking proposals from qualified firms capable of providing a comprehensive range of professional services and products to support the College's IT infrastructure requirements. The offering firm(s) shall demonstrate the ability to deliver end-to-end solutions, including but not limited to the design, implementation, integration, and ongoing support of infrastructure technologies.

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 Work & Services

The proposed solution shall encompass the following core components, as applicable:

2.3.1 Infrastructure Products (Hardware)

The Vendor shall provide enterprise-grade hardware necessary to support the institution's IT environment, including but not limited to:

- Servers and compute infrastructure
- Storage systems and arrays
- Network equipment (e.g., switches, routers)
- Wireless infrastructure, including access points
- Associated hardware components and accessories

All hardware must meet current industry standards for performance, scalability, reliability, and security.

2.3.2 Software and Licensing

The Vendor shall provide all required software and associated licensing, including:

- Enterprise applications (e.g., ERP, CRM systems)
- Software-as-a-Service (SaaS) solutions
- Cybersecurity tools (e.g., SIEM, endpoint protection)
- Operating systems and middleware
- Software maintenance, updates, and support agreements

All software must be properly licensed, compliant with applicable regulations, and aligned with the institution's operational and security requirements.

SECTION 2 – BACKGROUND AND SCOPE OF WORK & SERVICES-continued

2.3.3 Professional and Managed Services







The Vendor shall deliver comprehensive services to ensure successful implementation and ongoing support, including:

- Installation and configuration of hardware and software
- System integration and deployment services
- Ongoing technical support and help desk services
- Proactive monitoring (e.g., backups, system performance)
- Cybersecurity services, including threat monitoring and incident response
- Training and knowledge transfer for institutional staff

Services should be structured to minimize disruption to institutional operations and support long-term sustainability.

2.4 Information Technology Infrastructure Categories

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

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

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

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SECTION 2 – BACKGROUND AND SCOPE OF WORK & SERVICES-continued

2.4.1 Infrastructure Category List

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

Category 1 – Network Hardware & Software	Category 2 – IT Security	Category 3 – Data Center Infrastructure
Hewlett Packard Enterprise (HPE)	Abnormal Security	APC (Schneider Electric)
Juniper Networks	Apptega	Mitsubishi cooling units
Dell	Tenable	Kidde fire suppression systems
Fortinet	Thycotic	
Keysight	Splunk	Category 4 -Telecommunications
Tellabs	Infoblox	Polycom
Cisco	Varonis	RADware
F5	Trend Micro	Adtran
A10	Cisco	GrandStream
Brocade	F5	Audiocode
Extreme Networks	A10	NEAT
Palo Alto Networks	Keysight	Crestron
Infoblox	Palo Alto Networks	Extron
Solarwinds	Fortinet	CETIS
Aruba	UpGuard	
Ciena	Zscaler	Category 5 – Systems and Storage
MRV		Hewlett Packard (HP)
		Dell/VMware
		NetApp
		Commvault
		Cisco
		RedHat Enterprise Linux
		Category 6 – Labor

2.5 Out-of-Scope

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

2.6 Contract Revisions and Approved Brand Additions

As technology evolves, Montgomery College reserves the right to add Hardware, Software, and Services to awarded contracts through written contract modifications or amendments. It is anticipated that additional brands will be incorporated over the life of the contract.

SECTION 2 – BACKGROUND AND SCOPE OF WORK & SERVICES-continued

Contractors may be periodically solicited—potentially on an annual basis—to propose additional brands within their awarded categories. Such proposals must include pricing based on a discount from the Contractor’s “Standard Educational List Pricing” (**SELP**). All proposed brands will be evaluated based on their overall value to the College, and any approved additions will be incorporated into the contract through formal modification or amendment. In addition, Montgomery College may identify the need to add brands on an **ad hoc** basis during the term of the contract. These requests will be evaluated for overall value and may be issued to Contractors for competitive proposals, including applicable discounts within their awarded categories. Any approved ad hoc brand additions will likewise be formalized through contract modification or amendment.

2.7 Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Overview

An Indefinite Delivery, Indefinite Quantity contract will be established between Montgomery College and each awarded Contractor. This Contract will define:

- Minimum discount percentages off standard pricing
- Applicable terms and conditions

However, the Contract does not guarantee any specific volume of work or payment.

Contractors awarded an IDIQ Contract may compete for Task Orders issued through the Task Order Request for Proposal (TORP) process, which is used to solicit proposals from awarded Contractors for specific hardware and/or service requirements.

2.8 Scope of Awards by Category and Brand

Contracts will be awarded to Contractors for products associated with specific manufacturers (brands) within designated Categories.

- Each Contractor may offer and sell any product within the awarded Category, provided it is associated with the awarded manufacturer or brand.
- For example, a Contractor awarded a contract for Juniper Networks may provide all hardware, software, and related peripherals offered by that brand within the applicable Category (e.g., Network Hardware and Software).

No guarantee is made regarding the volume of purchases or total dollar value resulting from any awarded IDIQ Contract.

2.9 Inclusion of New Products

As manufacturers introduce new or updated products:

- Contractors may offer any new products within the awarded Category and brand.
- These products will be subject to the same discount structure established in the Contract.

For example, if Juniper Networks releases upgraded or newly developed hardware within its product line, the awarded Contractor for that brand and Category may sell those products at the contractually established discount off list price, regardless of model or SKU changes.



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2.10 Price Quotes

Contractors shall provide a written price quote to Montgomery College upon request. Each quote must include, at a minimum:

- General description of the item
- Technical specifications, where applicable
- Quantity and unit of measure
- List price
- Discount percentage (consistent with the discount offered in response to this RFP)
- Discounted price

All price quotes must remain valid for a minimum of 30 days. Quotes may be submitted via web pages, email attachments, or other electronic methods, provided the end user can review a complete written description of the quoted items.

2.11 Secondary Competition – Task Order Requests for Quotes/Proposals

Montgomery College anticipates that there may be occasions requiring large-volume purchases for delivery by a specific date (e.g., new computer lab installations). In such instances, the College may elect to conduct secondary competition among awarded contract holders.

Any participating institution may issue a Task Order Request for Quotes (RFQ) or a Task Order Request for Proposals (RFP) to contract holders. Awards resulting from these Task Order Requests shall be made in accordance with the terms and conditions specified within the respective RFQ or RFP.

2.12 Price Changes

Pricing under any Contract awarded as a result of this RFP shall be based on a percentage discount from Standard Educational List Price (SELP).

- Decreases in Discount Not Permitted:
 - Contractors shall not reduce the awarded discount percentage during the Contract term. Any attempt to decrease the discount (resulting in higher pricing) may result in termination of the Contract.
- Increases in Discount Permitted:
 - Contractors may increase the discount percentage at any time, including for a defined period or in response to a specific Task Order Request for Quotes (TORQ) or Task Order Request for Proposals (TORP).

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications Requirements

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 Dedicated Account Representative Requirement

The Contractor shall assign a dedicated Account Manager to Montgomery College for the duration of the Contract. The Account Manager shall:

- Serve as the single point of contact for all Contract-related matters
- Coordinate ordering, delivery, installation, and support services
- Facilitate issue resolution and escalation as needed
- Conduct periodic business reviews (at least annually or upon request)
- Ensure compliance with Contract terms, pricing, and service levels

3.2.1 Offeror must provide a designated **Sales Engineer** as part of their proposed dedicated Montgomery College Account Team. Provide the resume of the proposed Sales Engineer.

3.2.2 Offerors that seek to be considered as Solutions Contractors shall provide a designated **Solutions Architect** as part of their proposed dedicated Montgomery College Account Team. Provide the resume of the proposed Solutions Architect.

3.3 Vendor Qualifications Category Response Requirement

The Offeror shall clearly demonstrate its qualifications for each of the Qualification Categories (Section 3.4) identified in this RFP (e.g., Infrastructure Products (Hardware), Software & Licensing, and Professional and Managed Services).

For each category proposed, the Offeror must provide a detailed narrative describing its experience, capabilities, and approach to delivering products and/or services of similar scope and complexity. Responses shall, at a minimum, include:

- A description of relevant experience and expertise specific to the category
- Examples of comparable projects or engagements performed within the past three (3) to five (5) years
- The qualifications of key personnel and/or technical resources supporting the category
- Include relevant certifications, partnerships, or authorizations (e.g., manufacturer certifications, reseller status)
- The Offeror's approach to service delivery, support, and issue resolution

Offerors shall clearly identify the categories for which they are proposing and organize their responses accordingly. Failure to provide sufficient detail for each proposed category may result in the Offeror being deemed non-responsive for that category.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS-continued

3.3.1 Qualification Categories

The Offeror shall demonstrate that it possesses the necessary qualifications, experience, and resources to successfully provide IT infrastructure products and services as described in this RFP.

1. Technical Expertise

- a. Proven proficiency in designing, implementing, and maintaining IT infrastructure, including servers, storage, networking, and cloud solutions.
- b. Certifications such as CompTIA Network+, Cisco CCNA/CCNP, Microsoft Certified Solutions Expert (MCSE), or equivalent.
- c. Familiarity with industry standards and best practices (e.g., ITIL, ISO/IEC 27001).

2. Project Management Skills

- a. Demonstrated experience managing complex IT projects from initiation to completion.
- b. Ability to coordinate cross-functional teams and communicate effectively with stakeholders.
- c. Demonstrated use of project management methodologies (e.g., Agile, Waterfall, PMP certification preferred).

3. Security & Compliance

- a. Knowledge of cybersecurity principles and implementation of security controls.
- b. Experience with regulatory compliance (e.g., GDPR, HIPAA, PCI DSS) relevant to the project scope.
- c. Ability to conduct risk assessments and develop mitigation strategies.

4. Vendor & Technology Partnerships

- a. Established relationships with major technology vendors (e.g., Cisco, Microsoft, VMware, AWS).
- b. Ability to recommend and integrate best-fit solutions based on client needs.

3.4 Relevant Experience

The Offeror shall demonstrate its relevant experience in providing IT infrastructure products and services of similar scope, size, and complexity to those described in this RFP.

1. Past Project Portfolio

- a. Documented history of successful IT infrastructure projects for organizations of similar size and complexity.
- b. References and case studies demonstrating outcomes such as improved performance, scalability, and cost efficiency.

2. Industry Experience

- a. Experience in the target industry (e.g., education, finance, healthcare) is highly valued.
- b. Understanding of sector-specific challenges and regulatory requirements.

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3. Maintenance & Support

- a. Provision of ongoing support services, including monitoring, troubleshooting, and upgrades.
- b. Ability to deliver Service Level Agreements (SLAs) that meet organizational expectations.

4. Innovation & Adaptability

- a. Track record of adopting emerging technologies (e.g., virtualization, cloud migration, automation).
- b. Ability to adapt solutions to evolving business needs and technology trend

5. References

- a. The Offeror must demonstrate a minimum of three (3) years of experience, and provide three (3) references within the past three (3) years for similar projects of comparable size and complexity.

3.5 Authorized Reseller/Manufacturer Authorization

The Offeror shall be an authorized reseller, distributor, or partner of the manufacturers for the products and solutions proposed under this RFP.

The Offeror shall provide documentation from the original equipment manufacturer (OEM) or publisher demonstrating its current authorized status to sell, implement, and support the proposed products, services and/or other evidence that they are a recognized and approved reseller of the hardware and associated software they offer in their proposal(s) for the Categories 1, 2, 3, 4 and 5.

At a minimum, the Offeror's response shall include:

- Evidence of authorized reseller, partner, or distributor status for each proposed manufacturer (e.g., partner certificates, letters of authorization)
- Description of the Offeror's relationship with the manufacturer(s), including partner tier level (if applicable)
- Confirmation that all products provided are new, genuine, and eligible for manufacturer warranties and support
- Confirmation that the Offeror is authorized to provide maintenance, licensing, and support services where applicable

The College reserves the right to verify authorization directly with the manufacturer(s). Products and services proposed without proper authorization may be deemed non-responsive. The Offeror shall be an authorized reseller, distributor, or partner of the manufacturers for the products and solutions proposed under this RFP.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS-continued

3.6 Certification Requirements

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

3.7 Product and Brand Requirements

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

3.8 Equipment Requirements

All equipment purchased under this agreement shall be **new** and unused, unless Montgomery College issues a Task Order Request for Quotation (TORFQ) or Task Order Request for Proposal (TORFP) that specifically allows submission of offers that include used or refurbished equipment.

Used or refurbished equipment may not be substituted without the ordering institutions written approval. As stated under the warranty sections, it is acceptable for replacement parts to be serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.

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

3.9 Delivery Requirements

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



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

3.10 Records and Record Retention Requirements

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

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

3.11 Warranty Requirements

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

- Proposer will provide a minimum three (3) year on-site warranty for all parts and labor. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price for a lesser warranty term is expected on an order-by-order basis.)
- In addition to, and concurrent with the required three-year “on-site” warranty, Proposer will provide, as an option, a three (3) year warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.
- If the manufacturer offers a better warranty, the manufacturer’s warranty shall apply.
- Proposer must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.
- Part replacement for repair, or comparable product replacement must occur within 3 business days.
- Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- If problem is not resolved to the customer’s satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 10th business day.
- Expenses for out-of-town contracted staff brought into the College will NOT be allowed as part of this contract.
- Manufacturer’s warranty shall apply for all peripherals and accessories.



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3.12 Installation Service Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13 Professional Services and Solutions Requirements

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

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

- Technical Support
- Reports and Studies
- Strategic and tactical planning
- Engineering services
- Operational testing and evaluation
- Configuration management
- Quality assurance
- Training
- Documentation
- Project management
- Risk management
- Standards development and ongoing updates
- Documentation to support all consulting services offered

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

3.13.2 Contractors will provide IT infrastructure solutions that include emerging technologies that support voice, data and video in the workspace and that interface with the next generation networks, as required.



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For example, the winning Contractor shall be capable of establishing the telecommunications infrastructure of a new building, moving College equipment to a new location, or upgrading the College’s legacy infrastructure.

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

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

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

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

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

3.14 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.

Offeror must describe its ability to act as the prime contractor for awarded goods and services. Limit this narrative to one page in the Technical Proposal. The prime contractor shall be responsible in all matters required by this RFP for any and all hardware, software, documentation, and all other awarded products and services. Sub-contractors must be identified with stated roles and responsibilities. Payments for goods and services will be made only to prime contractors. Sub-contractors involved with the assembly or maintenance of hardware and software must be certified by the applicable manufacturers to do such work.



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3.15 Background and Reference Checks Requirements

The College relies on the contractor to use its best judgment in providing personnel qualified to the level defined by the general position description for the skill level required. The contractor shall perform mandatory background, drug screening, and reference checks, as required by the College, on all candidates. Background checks shall include, but may not be limited to the following: criminal background check, drug screening, date of birth, employment, and education verifications.

The contractor shall be financially responsible for the background checks on all candidates. There will be no billing or charge to the College for contractor fees associated with background checks. The Technical Proposal shall outline the background check process, the types of checks available, the length of time needed to complete the process, and how long the background check is valid. The Winning Contractor will take responsibility for all tests and for determining if candidates are viable for employment.

SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS

4.1 Technology Requirements

THE FOLLOWING REQUIREMENTS APPLY AS APPLICABLE TO THE PROCUREMENT

4.1.1 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);



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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 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.



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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.

- I. 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.
- II. 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.
- III. 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.
- IV. 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).
- V. 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.
- VI. Vendor shall not store or process Protected Information outside of data centers located in the United States.
- VII. 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.
- VIII. 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.
- IX. 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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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 Cyber Security Insurance Requirement

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 upon request 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



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***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.

If a multi-year contract is awarded, 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

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

1. Technical Solution & Compatibility: Maximum Point Value=30

0-30 points based on Offeror's clear understanding of the background and requirements of the Scope of Work & Services (provide detail in response). Compliance with stated technical requirements. Alignment with the College's existing IT environment (e.g., ERP, LMS, identity management systems). Integration capabilities with systems such as student information systems, learning platforms, and administrative tools. Architecture design, scalability, and flexibility. Accessibility compliance (e.g., ADA considerations for user-facing components)

2. Compliance & Contractual Requirements: Maximum Point Value=15

0-15 points based on Offeror's clear understanding of RFP requirements and submission requirements. Acceptance of terms and conditions. Compliance with regulatory, security, and data privacy requirements.

3. Vendor Qualifications & Experience: Maximum Point Value=25

0-25 points based on professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Demonstrated experience providing similar IT infrastructure solutions. Experience supporting higher education or public-sector institutions. Qualifications and certifications of key personnel Offeror's organization size, length of time the organization has been providing the required services. Financial stability of the vendor. Understanding of decentralized environments and complex stakeholder structures.



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4. Support & Maintenance: Maximum Point Value=10

0-10 points based on Offeror Help desk and technical support availability. Maintenance and update policies. Incident response and resolution times. Training and documentation provided. Escalation procedures and ongoing account management.

5. Value-Added Services: Maximum Point Value=10

0-10 points Additional tools, services, or enhancements beyond requirements. Support emerging technologies that support digital transformation in higher education. Solutions that enhance teaching, learning, or student engagement.

6. Proposal Organization: Maximum Point Value=10

0-10 points to facilitate the evaluation process, the Offeror shall organize its Proposal in a clear and structured manner that follows the format outlined in this RFP. Proposals shall be prepared in a concise, logical, and well-organized format to enable ease of review.

Highest possible evaluation score=100 points

5.1.3 Technical Proposal

Evaluation criteria items 1 thru 5 represent the technical proposal. Multiple awards will be made in the best interest of the College to multiple Offerors that can meet or exceed the terms, conditions, and specifications of this solicitation, and who meet the technical minimum evaluation points.

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SECTION 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
- Completed Reference form (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Completed Contractor Information Form (Attachment D)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)

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

6.2.3 Transmittal Letter

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



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SECTION 6 – PROPOSAL SUBMISSION-continued

6.2.4 Statement of Qualifications

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

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

6.2.5 References

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

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

6.2.6 Subcontractors

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

6.3 Pricing Discount Proposal

The price discounts offered on the Pricing Discount Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement.

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



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SECTION 6 – PROPOSAL SUBMISSION-continued

6.4 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 Pricing Discount 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 Discount 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– PRICING DISCOUNT PROPOSAL

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

Since the basis of pricing for any award resulting from this RFP will be based on a percentage discount from SELP, price increases (reducing the percentage discount from SELP price) will not be permitted during the contract term. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor’s awarded Contract. The percentage discount from list price may be increased at any time, or for a limited period of time, or in response to a specific Task Order Request for Proposals/Quotes.

Category 1 -Network Hardware and Software		
Brand or Manufacturer	Percentage Discount off SELP for New Products	Percentage Discount off SELP for Renewals/Support
Hewlett Packard Enterprise (HPE)	%	%
Juniper Networks	%	%
Dell	%	%
Fortinet	%	%
Keysight	%	%
Tellabs	%	%
Cisco	%	%
F5	%	%
A10	%	%
Brocade	%	%
Extreme Networks	%	%
Palo Alto Networks	%	%
Infoblox	%	%
Solarwinds	%	%
Aruba	%	%
Ciena	%	%
MRV	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%



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Category 2 -IT Security		
Brand or Manufacturer	Percentage Discount off SELP for New Products	Percentage Discount off SELP for Renewals/Support
Abnormal Security	%	%
Apptega	%	%
Tenable	%	%
Fortinet	%	%
Keysight	%	%
Thycotic	%	%
Cisco	%	%
F5	%	%
A10	%	%
Splunk	%	%
Varonis	%	%
Palo Alto Networks	%	%
Trend Micro	%	%
UpGuard	%	%
Zscaler	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

Category 3 -Data Center Infrastructure		
Brand or Manufacturer	Percentage Discount off SELP for New Products	Percentage Discount off SELP for Renewals/Support
APC (Schneider Electric)	%	%
Mitsubishi cooling units	%	%
Kidde fire suppression systems	%	%
	%	%
	%	%
	%	%
	%	%
	%	%



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SECTION 7– PRICING DISCOUNT PROPOSAL-continued

Category 4 -Telecommunications		
Brand or Manufacturer	Percentage Discount off SELP for New Products	Percentage Discount off SELP for Renewals/Support
Polycom	%	%
RADware	%	%
Adtran	%	%
GrandStream	%	%
Audiocode	%	%
NEAT	%	%
Crestron	%	%
Extron	%	%
CETIS	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

Category 5 -Systems and Storage		
Brand or Manufacturer	Percentage Discount off SELP for New Products	Percentage Discount off SELP for Renewals/Support
Hewlett Packard (HP)	%	%
Dell/VMware	%	%
NetApp	%	%
Commvault	%	%
Cisco	%	%
RedHat Enterprise Linus	%	%
	%	%
	%	%
	%	%
	%	%
	%	%



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SECTION 7– PRICING DISCOUNT PROPOSAL-continued

Provide hourly rates for positions noted below or comparable position if applicable. Offeror is encouraged to include additional labor category not listed if applicable. Labor categories should align with industry standards and reflect the full range of services required to support IT infrastructure environments.

Labor Category	Hourly Rate
Project Manager/ Engagement Manager	\$
Enterprise Architect	\$
Solutions Architect	\$
Cloud Architect	\$
Network Architect	\$
Network Engineer	
Systems Engineer (Windows/Linux)	\$
Infrastructure Engineer	\$
Cloud Engineer (AWS/Azure/GCP)	\$
Cloud Migration Specialist	\$
Unified Communications Engineer (VoIP, collaboration)	\$
Data Center Technician	\$
Application Infrastructure Specialist	\$
Systems Administrator	\$
Quality Assurance (QA) Analyst	\$
Compliance Specialist	\$
IT Operations Analyst	\$
	\$
	\$
	\$
	\$
	\$



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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

D.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.

D.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

D.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.

D.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

D.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date



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ATTACHMENT E – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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



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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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



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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

DELIVERY OF BIDS 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 “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 LAW: The resultant contract shall be construed and interpreted according to Maryland Law. Venue under this contract, shall be in a court of competent jurisdiction of Montgomery County, Maryland.

MARYLAND PUBLIC INFORMATION ACT Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions 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



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Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor’s employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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

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

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

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

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

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

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

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporations must be registered, and in good standing no later than proposal submittal deadline date. 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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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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



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- Prince William County

Other Local Governments

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

Public Authorities/Agencies

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

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



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



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**MWCOG Rider Clause
Approval Form**

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____ Lead

Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.



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

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

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