



COPY

OFFICE OF PROCUREMENT

July 8, 2015

Mr. John Andrews, Director of Sales
OfficePro, Inc.
8 Granite Place, Ste. 26
Gaithersburg, MD 20878

RE: Award of Contract, Technology Training Services, Bid No. 515-008

Dear Mr. Andrews,

Thank you for your interest in doing business with Montgomery College. We appreciate your company's participation in and response to the above-referenced Request for Proposal.

We are pleased to inform you that your company has been declared the highest ranked, most responsible, responsive Bidder, and has been awarded the contract to be the primary contractor to provide Montgomery College with Technology Training Services. Subsequent purchase orders will follow as services are needed.

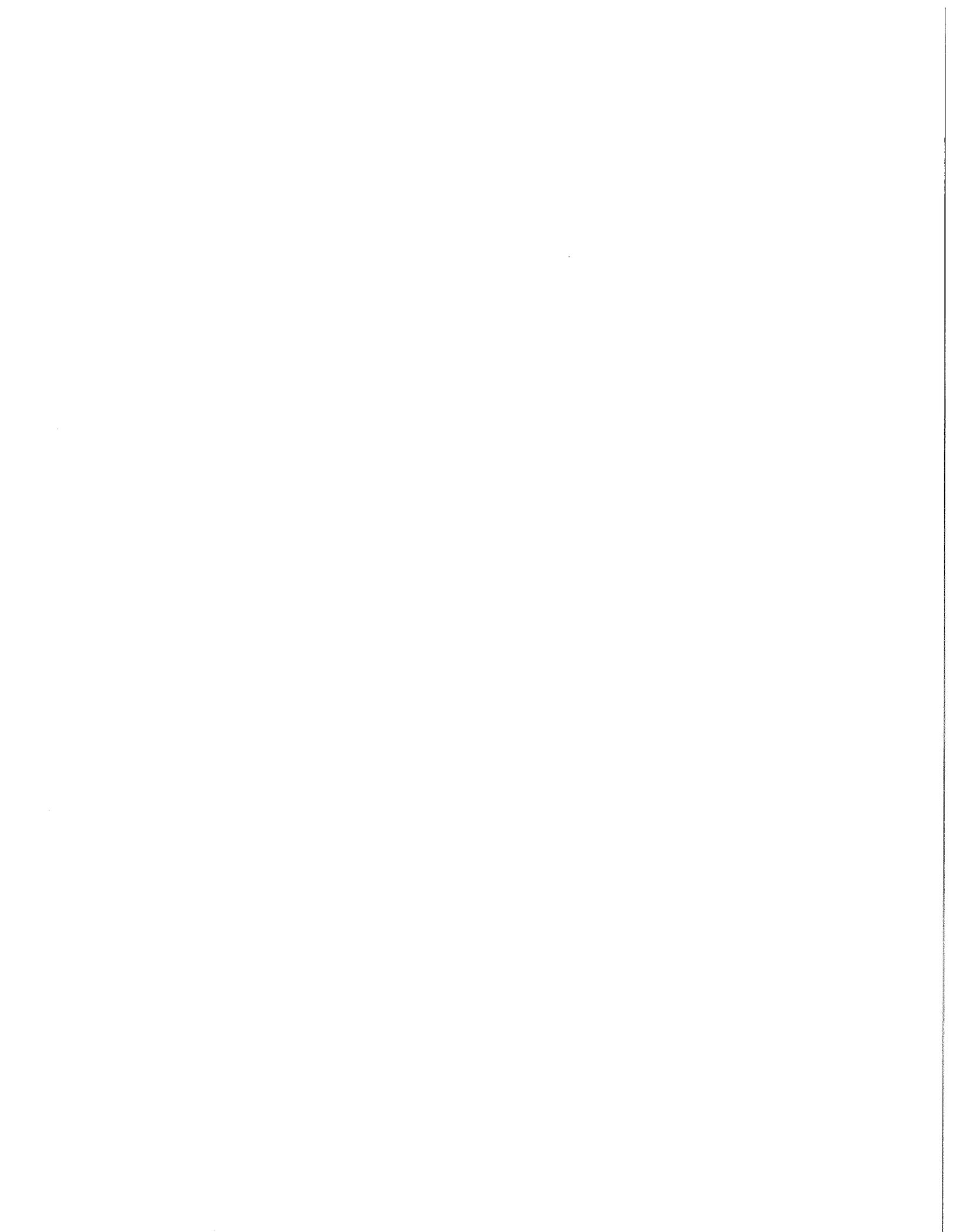
If you have any questions or need additional information, please contact Cherree Adams at: 240-567-5285 or email: cherree.adams@montgomerycollege.edu.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick L. Johnson'.

Patrick L. Johnson, CPPB
Procurement Director

cc: Cherree Adams, Purchasing Manager
Dan Gutwein, HR Manager, Training & Resources



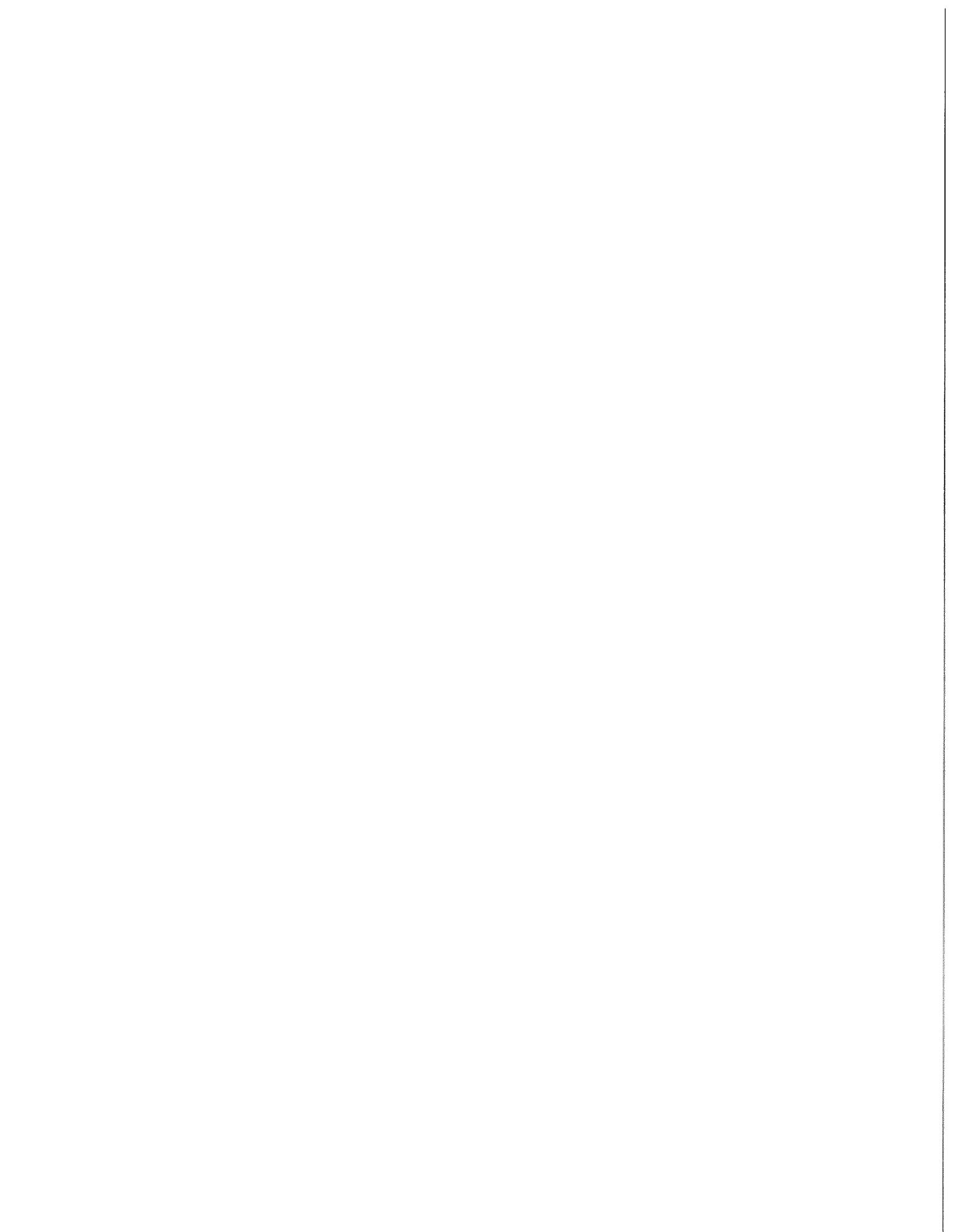
MOOREHEAD COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 5 – PRICE PROPOSAL

The Contractor shall furnish all labor, materials, travel and equipment necessary to provide the consulting services for Technology Training Services at the rates specified below:

Hourly Rate Pricing for All Services Listed Herein
MICROSOFT OFFICE DESKTOP APPLICATIONS
2010, 2013, AND 365

COURSE NAME	CLASS LEVEL	HOURLY RATE
MS Word	Beginning Intermediate & Advanced	\$200/hr Per class
MS Excel	Beginning Intermediate & Advanced	\$200/hr Per class
PowerPoint	Beginning Intermediate & Advanced	\$200/hr Per class
MS Access	Beginning Intermediate & Advanced	\$200/hr Per class
MS Outlook	Beginning Intermediate & Advanced	\$200/hr Per class
Publisher	Beginning Intermediate & Advanced	\$200/hr Per class
Acrobat	Beginning Intermediate & Advanced	\$250/hr Per class
Photo Shop	Beginning Intermediate & Advanced	\$200/hr Per class
Drop Box	N/A	\$200/hr, Per class
Advanced Googling	N/A	\$200/hr Per class
LinkedIn	N/A	\$200/hr Per class
Apple iPhone/iPad	N/A	\$200/hr Per class
Microsoft Surface Pro	N/A	\$200/hr Per class





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OFFICE OF PROCUREMENT

July 8, 2015

Ms. Monica Cummings, Senior Learning Consultant
NetCom Learning
20 West 33rd Street, 4th Floor
New York, NY 10001

RE: Award of Contract, Technology Training Services, Bid No. 515-008

Dear Ms. Cummings,

Thank you for your interest in doing business with Montgomery College. We appreciate your company's participation in and response to the above-referenced Request for Proposal.

We are pleased to inform you that your company has been declared the second highest ranked, most responsible, responsive Bidder, and has been awarded the contract to be the secondary contractor to provide Montgomery College with Technology Training Services. Subsequent purchase orders will follow as services are needed.

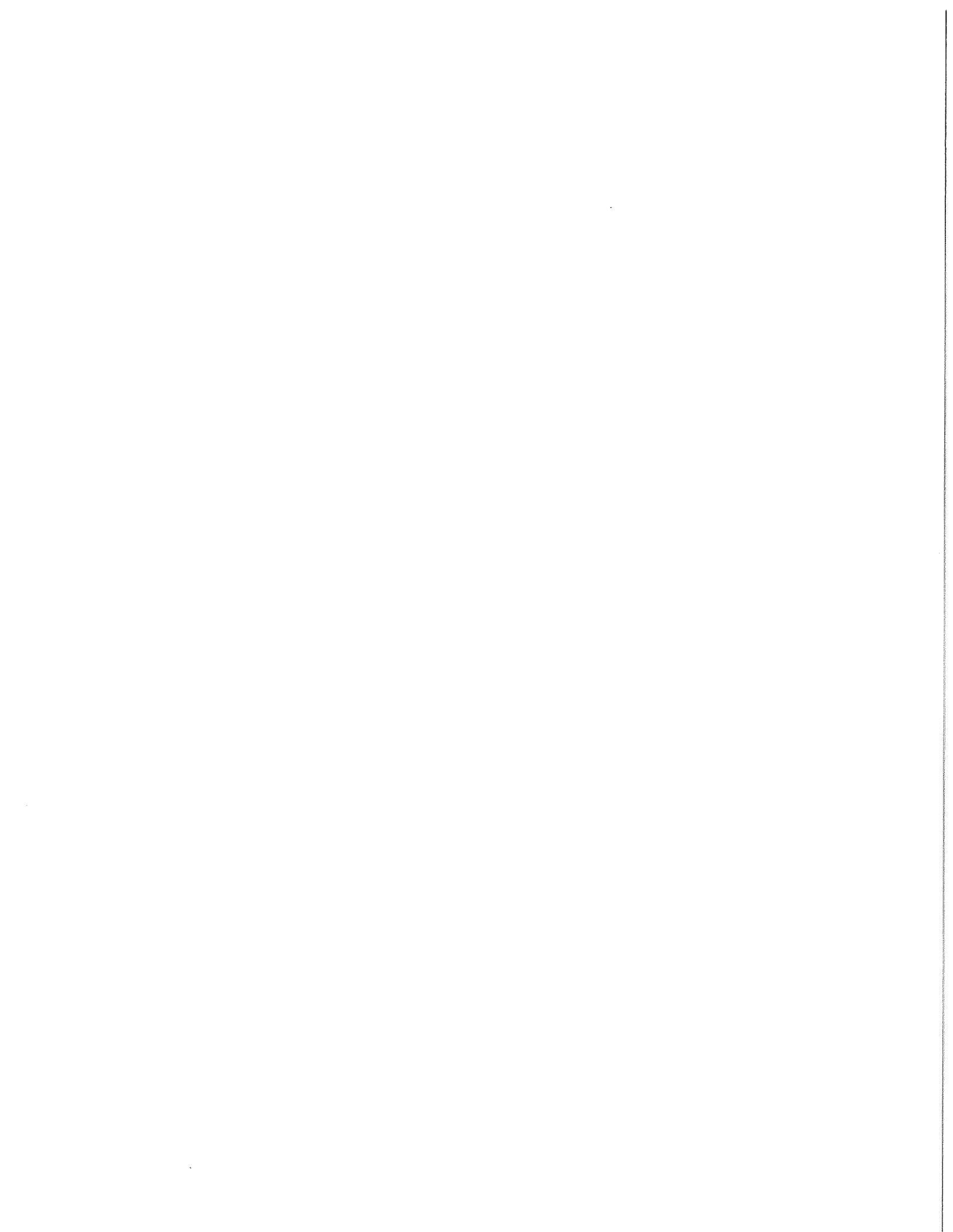
If you have any questions or need additional information, please contact Cherree Adams at: 240-567-5285 or email: cherree.adams@montgomerycollege.edu.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick L. Johnson', with a horizontal line underneath.

Patrick L. Johnson, CPPB
Procurement Director

cc: Cherree Adams, Purchasing Manager
Dan Gutwein, HR Manager, Training & Resources



MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 5 -- PRICE PROPOSAL

The Contractor shall furnish all labor, materials, travel and equipment necessary to provide the consulting services for Technology Training Services at the rates specified below:

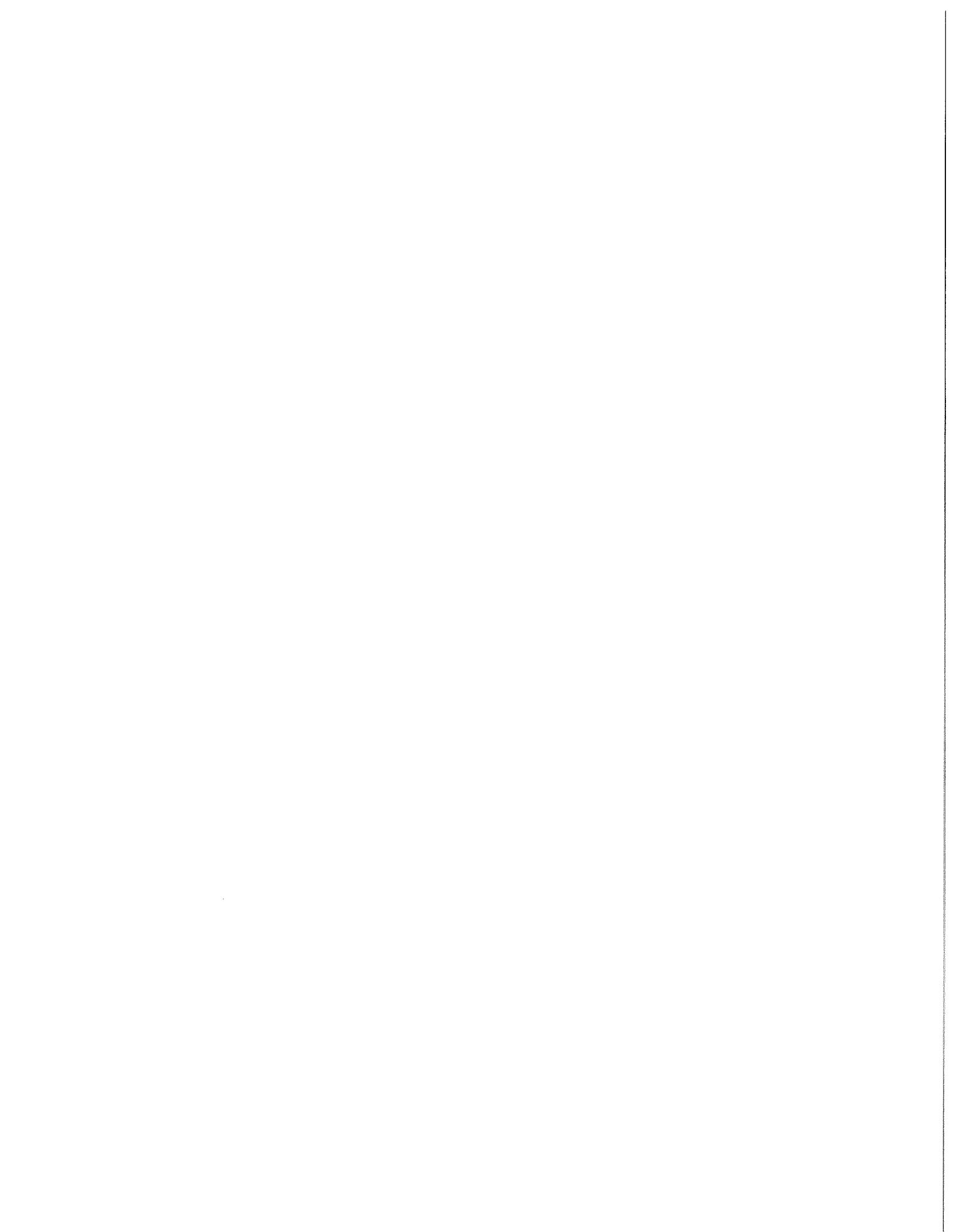
**Hourly Rate Pricing for All Services Listed Herein
MICROSOFT OFFICE DESKTOP APPLICATIONS
2010, 2013, AND 365**

COURSE NAME	CLASS LEVEL	HOURLY RATE
MS Word	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
MS Excel	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
PowerPoint	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
MS Access	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
MS Outlook	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
Publisher	Beginning Intermediate & Advanced	\$ 200 ⁰⁰
Acrobat	Beginning Intermediate & Advanced	\$ 250 ⁰⁰
Photo Shop	Beginning Intermediate & Advanced	\$ 250 ⁰⁰
Drop Box	N/A	\$ 250 ⁰⁰
Advanced Googling	N/A	\$ 250 ⁰⁰
LinkedIn	N/A	\$ 250 ⁰⁰
Apple iPhone/iPad	N/A	\$ 250 ⁰⁰
Microsoft Surface Pro	N/A	\$ 250 ⁰⁰

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

NextCom Learning Monica L Cummings
Company Name Name

Senior Learning Consultant Monica L Cummings
Title Authorized Signature and Date





COPY

OFFICE OF PROCUREMENT

July 8, 2015

Mr. Stephen Fraga, CEO
Academy X
601 Montgomery Street, #409
San Francisco, CA 94111

RE: Award of Contract, Technology Training Services, Bid No. 515-008

Dear Mr. Fraga,

Thank you for your interest in doing business with Montgomery College. We appreciate your company's participation in and response to the above-referenced Request for Proposal.

We are pleased to inform you that your company has been declared the third highest ranked, most responsible, responsive Bidder, and has been awarded the contract to be the tertiary contractor to provide Montgomery College with Technology Training Services. Subsequent purchase orders will follow as services are needed.

If you have any questions or need additional information, please contact Cherree Adams at: 240-567-5285 or email: cherree.adams@montgomerycollege.edu.

Sincerely,

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

Patrick L. Johnson, CPPB
Procurement Director

cc: Cherree Adams, Purchasing Manager
Dan Gutwein, HR Manager, Training & Resources



MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 5 - PRICE PROPOSAL

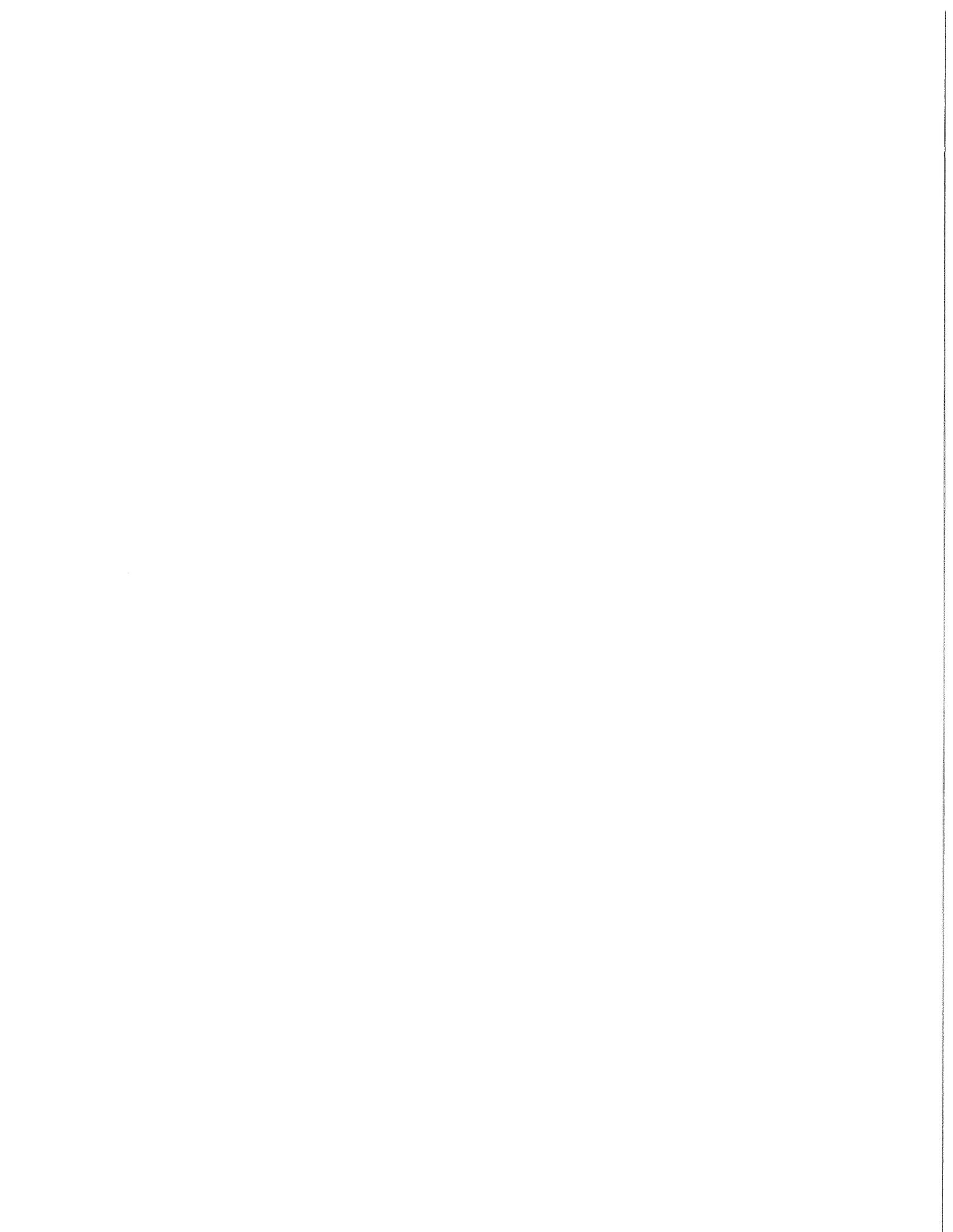
The Contractor shall furnish all labor, materials, travel and equipment necessary to provide the consulting services for Technology Training Services at the rates specified below:

Hourly Rate Pricing for All Services Listed Herein

MICROSOFT OFFICE DESKTOP APPLICATIONS 2010, 2013, AND 365		
COURSE NAME	CLASS LEVEL	HOURLY RATE
MS Word	Beginning	\$120
	Intermediate & Advanced	
MS Excel	Beginning	\$150
	Intermediate & Advanced	
PowerPoint	Beginning	\$150
	Intermediate & Advanced	
MS Access	Beginning	\$120
	Intermediate & Advanced	
MS Outlook	Beginning	\$120
	Intermediate & Advanced	
Publisher	Beginning	\$120
	Intermediate & Advanced	
Acrobat	Beginning	\$130
	Intermediate & Advanced	
Photo Shop	Beginning	\$130
	Intermediate & Advanced	
Drop Box	N/A	\$120
Advanced Googling	N/A	\$120
LinkedIn	N/A	\$140
Apple iPhone/iPad	N/A	\$140
Microsoft Surface Pro	N/A	\$140

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

AcademyX, Inc.	Stephen Fraga
Company Name	Name
CEO	
Title	Authorized Signature and Date



MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE & TIME: MAY 20, 2015 @ 3:00pm

MONTGOMERY COLLEGE PROCUREMENT OFFICE

Dated: May 15, 2015

ADDENDUM #1

THE PURPOSE OF ADDENDUM:

1. To provide attached Questions and Answers.

*****ALL ELSE REMAINS UNCHANGED*****

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID RESPONSE.

NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Date

Typed Signature

[Handwritten Signature]
5.14.15

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE & TIME: MAY 20, 2015 @ 3:00pm

QUESTIONS & ANSWERS

QUESTION	ANSWER
What version(s) of Adobe Programs (Photoshop, Acrobat) should the courses be taught in?	Adobe Photoshop CS6; Adobe Acrobat IX.
What is the minimum number of students needed for a course to run?	Min. = 5
What is the maximum number of students per class?	Max. = 18
Will iPads, iPhones and Surface Pros be provided for the courses listed, or should the vendor provide them?	The employees will bring their own electronic devices.
Will all computers be configured for the courses, or should the vendor configure the computer and program environments for the various courses?	Computers will be configured by CPOD.
Should we provide course outlines for all courses, or for a select few ("pertinent")?	The vendor will provide outlines for all courses except those related to Microsoft Office products.
In the Section 5, Price Proposal, there is not column to indicate total number of hours per course (or total number of days). How should a vendor indicate that a course is more than 1 day long?	Courses take three hours each but two classes may be scheduled in one day. In that case, we would count one day or 6 hours.

*****END OF QUESTIONS & ANSWERS*****



Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850

REQUEST FOR PROPOSAL

515-008

TECHNOLOGY TRAINING SERVICES

All bid responses **MUST BE RECEIVED** in the Procurement Office BY 3:00 PM local time on **MAY 20, 2015**

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED FOR THIS RFP

Prices must remain firm for: 120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD

Bid Bond Requirements: NOT REQUIRED

**Performance, Labor and
Material Bond
requirements: NOT REQUIRED**

**Pre-bid / Pre-proposal
conference: NOT REQUIRED**

Minority vendors are encouraged to respond to this bid solicitation.

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

Patrick Johnson, CPPB
Director of Procurement

A handwritten signature in black ink, appearing to read 'Patrick Johnson', with a long horizontal flourish extending to the right.

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

TABLE OF CONTENTS

SECTION 1	BID INFORMATION	PAGE
1.1	Intent	3
1.2	Proposal Due Date	3
1.3	Bid Inquires	3
1.4	Questions Deadline	3
1.5	Contract Award	3
1.6	Contract Term	3
1.7	Pricing	4
1.8	Bid Evaluation	4
1.9	Bid Rejection	4
1.10	Subcontractors	5
1.11	Required Submittal List	5
1.12	Failure to Submit	5
1.13	Tobacco Policy	5
1.14	Insurance Requirements	6
SECTION 2	SCOPE OF WORK/REQUIREMENTS	
2.1	Background	7
2.2	Bidder Qualifications	7
2.3	Scope of Work/Requirements	8-10
SECTION 3	PROPOSAL EVALUATION/AWARD	11
SECTION 4	SUBMITTAL REQUIREMENTS	12-13
SECTION 5	PRICE PROPOSAL	14
ATTACHMENT A	REFERENCES	15
ATTACHMENT B	CONTRACTOR INFORMATION FORM	16
ATTACHMENT C	NO-BID RESPONSE FORM	17
ATTACHMENT D	CONDITIONS AND INSTRUCTIONS	18-21
ATTACHMENT E	MID ATLANTIC PURCHASING TEAM RIDER CLAUSE	22

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 1 – BID INFORMATION

1.1 INTENT

The intent of this solicitation is to obtain one or more training providers for instructor-led training courses in Technology Training (MS Office, Adobe, etc., Mobile Devices and Social Networking) on an as-needed basis for Montgomery College employees in accordance with terms and conditions listed herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 PROPOSAL DUE DATE

All responses to this Request for Proposal are due in the Montgomery College Office of Procurement, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by 3 p.m. on **MAY 20, 2015**, and must be clearly identified and marked as pertaining to this request (in a sealed envelope, displaying the bidder's company name, the bid title, and bid number). **No facsimile or email transmissions** will be accepted. No responses will be accepted after this date and time. In the event that the College is closed on the bid opening date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 BID INQUIRES

For purchasing or technical questions about this solicitation, please contact **Cherree Adams, Purchasing Manager** at 240.567.5285 or via e-mail to cherree.adams@montgomerycollege.edu.

1.4 QUESTIONS DEADLINE

All RFP-related questions are to be submitted in writing via email with the Bid Number and Title referenced. The last day to submit questions is **May 14, 2015**. 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.

1.5 CONTRACT AWARD

Awards will be made in the best interest of the College to the three highest ranked responsible, responsive Bidders, on a primary, secondary and tertiary basis, who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award.

1.6 CONTRACT TERM

The contract term is one year from date and award. At the sole option of the College, the contract may be renewed four (4) times on a fiscal year basis, subject to funding availability and need, provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory, and it is in the best interest of the College. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College and pricing may be negotiated and the contract amended accordingly.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 1 – BID INFORMATION - continued

1.7 PRICING

The Price Proposals will remain unopened until all Offerors Technical Proposals have been fully evaluated and scored by the College. The price(s) offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery and implementation of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission.

Contract prices are to remain fixed for the first year period. Requests for price increases, after the first year period, require written justification, may not exceed the CPI for the Washington, DC metropolitan area and are subject to the approval of the Director of Procurement.

In addition, all Bidders must hold their bid prices for 120 days after proposal closing date, but prior to contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

1.8 BID EVALUATION

Bids submitted in response to this solicitation will be evaluated as follows:

- 1.8.1 Bidder is responsible – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:**
 - 1.8.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.**
 - 1.8.1.2 Bidder is financially stable.**
- 1.8.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:**
 - 1.8.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.**
 - 1.8.2.2 Bidder has provided all documentation and samples requested in the Specifications/Scope of Work.**

1.9 BID REJECTION

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

- 1.9.1 Meet the mandatory specifications and requirements.**
- 1.9.2 Respond in a timely fashion to a request for additional information, data, etc.**
- 1.9.3 Supply appropriate and favorable client references.**
- 1.9.4 Complete the Price Proposal page.**
- 1.9.5 Sign the bid.**
- 1.9.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.**
- 1.9.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.**

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 1 – BID INFORMATION - continued

1.10 SUBCONTRACTORS

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

1.11 REQUIRED SUBMITTAL LIST

- Technical Proposal
- Price Proposal
- Contractor Information Form
- References

1.12 FAILURE TO SUBMIT

Responses to this RFP shall contain all data / information requested and shall conform to the format described in this RFP. It is the responsibility of the Respondent to provide all required data, and any other information deemed necessary, for the College to determine and verify the Respondent's ability to perform the tasks and activities defined in the SOW. Failure to provide any of the above items may deem a bid proposal non-responsive.

1.13 TOBACCO POLICY

Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meeting or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 1 – BID INFORMATION - continued

1.14 INSURANCE REQUIREMENTS

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

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

Workers compensation Insurance covering the Vendor's employees as required by Maryland State law.

Commercial General Liability Insurance, excluding automobiles Owned or hired by the Vendor, with limits as follows: Bodily Injury and Property Damage: \$1,000,000 combined single limit of bodily injury and property damage, Contractual Liability – Premises and Operations, Independent Contractors.

Comprehensive Automobile Liability providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with a combined single limit of \$1,000,000.

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

These coverage's and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without a sixty (60) calendar day notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect. The Vendor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Vendor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Vendor shall provide the College with evidence of such insurance.

In the event that the Vendor's insurance is terminated, the Vendor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of the agreement.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 2 – SCOPE OF WORK/REQUIREMENTS

2.1 BACKGROUND

The Center for Professional & Organizational Development (CPOD) provides computer software and technical training services to Montgomery College faculty and staff. The College is standardized on the Microsoft platform for basic end-user applications, currently utilizing MS Windows 7 Enterprise, Office 2010. The training classes will be held on-site in CPOD's computer training room located at 40 West Gude, Suite 115, Rockville, Maryland 20850. The facility has workstations for a maximum of 18 students and one instructor. The Center provides training classes, Monday through Friday throughout the year. The classes from this contract will be ongoing throughout the duration of the agreement.

2.2 BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications:

- a. Bidder shall be regularly and continuously engaged in the business of providing computer software training in MS Office and other topics (listed in the SPECIFIC REQUIREMENTS of this RFP) for at least three (3) years. (e.g., teaching weekly/monthly over past 3+ years) Bidder must be able to use workbooks from various sources, e.g., Logical Operations, etc.
- b. As required for technical courses, bidder shall be a Microsoft Certified Trainer.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- d. Bidder must possess technical knowledge and skills, including hardware/software trouble-shooting in a classroom or study lab setting.

2. BIDDER must be able to Demonstrate:

- e. At least three (3) years of verifiable experience in technical training within the range of training topics described in the above scope at the beginning, intermediate and advanced levels;
- f. Experience in working with a diverse student/experience base with persons of various educational and multicultural backgrounds;
- g. Familiarity with using standard curriculum and textbooks for computer software/technical training, Logical Solutions, Element K, etc.
- h. Proficiency and experience in the use of high-tech projection equipment; and computers within a computer lab setting.

Note: Experience must be demonstrated by references provided by Bidder at the time of the bid.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 2 – SCOPE OF WORK/REQUIREMENTS-continued

2.3 SPECIFIC REQUIREMENTS

The Bidder is able to provide computer software and technical training to College employees in the following range of software applications:

1. **Windows 7 & 8**
2. **Microsoft Office Suite Products 2010, 2013 and 365**
 - a) Word
 - b) Excel
 - c) PowerPoint
 - d) Access
 - e) Outlook
 - f) Publisher
3. **Adobe Products**
 - a) Acrobat
 - b) Photoshop
4. **Cloud Computing & Collaboration Software**
 - a) Dropbox
5. **Web Search**
 - a) Advanced Googling
6. **Professional Networking**
 - a) LinkedIn
7. **Mobil/Tablet Devices**
 - a) iPhone
 - b) iPad
 - c) Surface Pro

8. Bidder shall provide and assign high quality consultants or instructors on a consistent basis to deliver consulting or customized training as needed by the Center for Professional & Organizational Development (CPOD). The training shall be based on CPOD's priorities and needs. One or more instructors may be required. CPOD reserves the right to cancel the training class with 7 calendar days' notice, and not be charged for the class or training manuals by the vendor.

9. The Bidder shall be responsible for training their instructors on an ongoing basis and will orient each instructor prior to the delivery of any training for the first time. The orientation shall cover CPOD policies and procedures, including emergency procedures, ergonomics, evaluations, and sign-in rosters. Instructors shall provide the training for the entire time allotted for each class unless otherwise instructed by the CPOD staff.

10. All instructors shall use the methods suggested by the training protocols established and updated by the CPOD such as maintaining and updating each training syllabus, introducing and following objectives for each class, completing training as described, and utilizing training materials/workbooks and visual aids such as the projection system.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 2 – SCOPE OF WORK/REQUIREMENTS-continued

11. The training shall emphasize technical skills in the software listed above. Workbooks/Handouts will be provided to clients by CPOD with input from the selected vendor(s).
12. The Contractor and all of its instructors shall provide immediate feedback to the CPOD Director or his/her designee, regarding any concerns encountered during the delivery of the training.
13. Classes will be provided at an estimated range from 10 to 20 training days during the Fall Semester, 15 to 25 training days during the Spring Semester and from 2 to 3 training days during the Summer, to be shared among a pool of trainers per their expertise and availability (to be scheduled at discretion of the College).
14. Contractors will provide estimated 8 hours a year of consulting on the curriculum.
15. If Contractor damages College-owned computer station or instructor station in the computer lab, the Contractor may be responsible for work required to repair the equipment.
16. Late and Cancellation Penalties. The provision of reliable classes that start on schedule is a material term of the contract. Class cancellations and classes that start late have a negative financial impact on the College. If either of these circumstances is found to be caused by the Contractor, the following penalties will apply.
 - a. Late Penalties: For each scheduled class that does not begin within thirty 30 minutes of the scheduled start time, Contractor shall be charged a penalty of 25% of the cost of the session. If a scheduled class does not begin until 31 minutes or later than the scheduled start time the College may notify the Contractor the class is considered cancelled and cancellation penalties will be applied.
 - b. Cancellation Penalties: For classes that fail to happen as scheduled, without notice or with less than 7 days' notice, Contractor shall be charged a penalty of 50% of the cost of the session. Notice given after 5:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day.
 - c. Payment of Penalties: Any penalties charged to Contractor may be deducted by the College from any pending invoice(s). If the amount owed to the College is less than the amount of any pending invoice(s), Contractor shall pay the sum due to College within 15 days of receiving a request for full payment of the penalty.

2.4 DELIVERABLES / REPORTS

The performance of the Bidder/Contractor's instructors will be evaluated by a combination of Class Participant Evaluations and Class Observations. Evaluation Summaries shall be provided quarterly by CPOD to the winning bidder(s), based upon the participants' ratings of the classes. For scores to be considered, at least 2/3s of the participants must respond. The minimally acceptable rating shall be 70%. If a single class's rating falls below 70%, CPOD reserves the right to request an alternate facilitator for subsequent classes. If a quarterly average of the Bidder/Contractor's class's scores falls below 70%, CPOD will require a written plan of action to be provided by the Contractor prior to the next reporting period.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 2 – SCOPE OF WORK/REQUIREMENTS-continued

2.5 CONTRACTOR RESPONSIBILITIES

- a. The Respondent (hereinafter "Contractor") shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- b. The Contractor will notify the College, in writing, of any changes in the personnel assigned to instruct a course. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel to instruct the course. The substitute personnel shall meet all requirements as stated in the appropriate Bid documents.
- c. The Contractor personnel shall deliver the training services on the premises of the College during regular scheduled college workdays and normal business hours (8:30 a.m. – 5:00 p.m., Monday through Friday), and at other times as mutually agreed upon between the CPOD Manager or other authorized representative for the Contractor to successfully provide the services described by this RFP.

2.6 INFORMATION TECHNOLOGY PRIVACY & CYBERSECURITY COMPLIANCE

The Contractor will have the responsibility to use College computer technology in a secure and appropriate manner. The Contractor will also be responsible to effectively protect all College academic and administrative proprietary information that they have access to.

2.7 THE CONTRACTOR AGREES TO:

(1.) For any class other than Windows and Microsoft Office, the contractor agrees to furnish all students course materials which may include books, handouts and other materials necessary to perform the services described in the SOW for each class. The course materials must be professional in appearance. All course materials shall be subject, but not limited to, the following criteria:

- a. Print material must be bound (stapled, glued, or bound using a spiral binder, etc.)
- b. Table of contents lists all course chapters / sections. Chapters /sections are clearly indicated using tabs or other methods for easy navigation
- c. Contents must provide sufficient information to supplement the instructor's presentation and serve as reference material for the student after the class has been completed
- d. Provide student course materials equal to the maximum student count for each class delivered

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.1 PROPOSAL EVALUATION

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. Bidders receiving the **top three technical scores will be invited in to give oral presentation and/or demonstration of their services.** Technical scores are inclusive of criteria areas **3.2.1, 3.2.2, and 3.2.3** only. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score is **one hundred (100) points.**

3.2 EVALUATION CRITERIA

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal.

Contractors will be evaluated on the following criteria categories:

3.2.1	Statement of Qualifications	25 (Maximum available points)
3.2.2	Curriculum and Educational Materials	20 (Maximum available points)
3.2.3	Approach/Timeline	10 (Maximum available points)
3.2.4	Oral Presentation/Demonstration	20 (Maximum available points)
3.2.5	Pricing	25 (Maximum available points)

Presentations

Finalists will be required to provide a presentation of their proposed solutions and qualifications, according to College requirements and specifications. Awarded points will be part of the overall score. Unsatisfactory experience and/or solution presentations may result in the elimination from further consideration.

3.3 REJECTION OF PROPOSAL

The College reserves the following rights to be exercised at the College's sole discretion:

- To make such investigation as deemed necessary to determine the qualifications of the Bidder and to determine the ability of the Bidder to perform the desired scope of services. The Bidder will furnish to the College all such information and data as the College may request. The College reserves the right to reject any offer if the evidence submitted by, or investigation of, such Bidder fails to satisfy the College that such Bidder is properly qualified to carry out the obligations of the contract and to complete the scope of services contemplated herein. The College reserves the rights to restrict requesting proposals to such Bidders who the College determines are qualified by experience and finances to successfully perform the scope of services. Conditional bids will not be accepted.
- To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Proposals in its entirety.
- To accept or reject any item of proposal.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 4 – SUBMITTAL REQUIREMENTS

4.1 PROPOSAL SUBMISSION

A submittal consisting of the Technical Proposal and Required Submittals are required when responding to this Request for Proposal. ONE (1) original (marked), THREE (3) copies (marked) of the Technical Proposal to this RFP are required. In addition, ONE (1) Price Proposal shall be submitted in a separately sealed envelope, and identified as such. Proposals will be certified, signed and dated by a bona fide agent of the Bidder and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Bidder's name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

4.2 REQUIRED SUBMITTALS

1. Technical Proposal

- Transmittal Letter
- Statement of Qualifications
- Project Approach & Timelines
- Completed Reference Form
- Subcontractor List (if applicable)
- Contractor Information Form

2. Price Proposal

The Technical Proposal must be organized using the following outline.

4.2.1 TECHNICAL PROPOSAL

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

4.2.1.1 TRANSMITTAL LETTER

The transmittal letter must be prepared on the Bidder'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 Bidder's understanding of the College's requirements; and demonstrate the Bidder's ability to provide the requested services. The letter must be signed by an individual authorized to represent the Bidder for this RFP.

4.2.1.2 STATEMENT OF QUALIFICATIONS

This contract requires specialized services. Bidder'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 in training for all indicated courses.
- Describe instructors experience and ability to work with diverse audiences of varying levels of experience.
- Provide licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- Bidder's corporation/organization size, financial information, length of time the organization has been providing the services listed and key business relationships.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 4 – SUBMITTAL REQUIREMENTS - continued

4.2.2 DESCRIPTION OF THE PROPOSED CURRICULUM AND EDUCATIONAL MATERIALS

Bid response shall include a description of the proposed curriculum, as it will be taught during the term of the contract. Please include samples of pertinent workbooks to be provided at the choice of the College. Please provide separate descriptions for each service listed below:

1. Delivery of Computer Software Training for (indicate specific topics Bidder is able to teach):
 - Beginning levels
 - Intermediate levels
 - Advanced levels
2. Technical Training
3. Design and Development of curriculum or customized materials
4. Consultation

4.2.3 APPROACH

The bid response shall include an implementation plan and schedule which includes bidder's approach to working with the College in scheduling classes and projects. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final training and/or services.

4.2 CUSTOMER REFERENCES

The proposal must include the names and telephone numbers of three customers who are currently using or have recently used the Bidder's services (see attachment a). Higher Education or government references 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 Bidder'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 Bidder's services; and to require a site visit to one or more of the Bidder's reference locations.

4.3 SUBCONTRACTORS

Each Bidder 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.

4.4 PRICE PROPOSAL

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

SECTION 5 – PRICE PROPOSAL

The Contractor shall furnish all labor, materials, travel and equipment necessary to provide the consulting services for Technology Training Services at the rates specified below:

Hourly Rate Pricing for All Services Listed Herein
MICROSOFT OFFICE DESKTOP APPLICATIONS
2010, 2013, AND 365

COURSE NAME	CLASS LEVEL	HOURLY RATE
MS Word	Beginning Intermediate & Advanced	
MS Excel	Beginning Intermediate & Advanced	
PowerPoint	Beginning Intermediate & Advanced	
MS Access	Beginning Intermediate & Advanced	
MS Outlook	Beginning Intermediate & Advanced	
Publisher	Beginning Intermediate & Advanced	
Acrobat	Beginning Intermediate & Advanced	
Photo Shop	Beginning Intermediate & Advanced	
Drop Box	N/A	
Advanced Googling	N/A	
LinkedIn	N/A	
Apple iPhone/iPad	N/A	
Microsoft Surface Pro	N/A	

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

Company Name

Name

Title

Authorized Signature and Date

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT A – REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Email Address	
Title	
Telephone #:	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Email Address	
Title	
Telephone #:	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Email Address	
Title	
Telephone #:	
Service Dates	

Please note: References listed must be able to confirm the Bidder's ability to provide the services requested in this bid document.

References submitted by: _____
Company Name

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT

RFP TITLE: TECHNOLOGY TRAINING SERVICES

RFP NUMBER: 515-008

RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification _____

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

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

B.5 Please provide the following information

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

Company Name

Name

Title

Authorized Signature and Date

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT C – NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid 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 _____ Title _____

Please return to: Montgomery Community College
Office of Procurement
900 Hungerford Drive, Room 110
Rockville, Maryland 20850-1733

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT D – 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 Director of Procurement deems the failure to be non-substantial. 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.

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 Director 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT

RFP TITLE: TECHNOLOGY TRAINING SERVICES

RFP NUMBER: 515-008

RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT D – CONDITIONS AND INSTRUCTIONS

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.

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

Failure of the Contractor to meet the mandatory requirements as described in this bid. Failure of the Contractor to meet required deadlines.

Failure of the Contractor to resolve problems in a timely manner. Lack of College funding.

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

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

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 900 Hungerford Drive, Suite 110, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

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

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

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

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

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

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT D – CONDITIONS AND INSTRUCTIONS

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

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

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

NON-COLLUSION Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion or 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 setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

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

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT D – CONDITIONS AND INSTRUCTIONS

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

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.

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

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

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

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE: MAY 20, 2015

ATTACHMENT E – Mid-Atlantic Purchasing Team Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the Issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction. Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Mid Atlantic Team

_____ Alexandria, Virginia	_____ Fairfax, Virginia	_____ Metropolitan Washington Airports Authority
_____ Alexandria Public Schools	_____ Fairfax County, Virginia	_____ Metropolitan Washington Council of Governments
_____ Alexandria Sanitation Authority	_____ Fairfax County Water Authority	_____ Montgomery College
_____ Annapolis City	_____ Falls Church, Virginia	_____ Montgomery County, Maryland
_____ Anne Arundel County	_____ Fauquier County Schools & Government	_____ Montgomery County Public Schools
_____ Anne Arundel School	_____ Frederick, Maryland	_____ Prince George's County, Maryland
_____ Arlington County, Virginia	_____ Frederick County, Maryland	_____ Prince George's Public Schools
_____ Arlington County Public Schools	_____ Galthersburg, Maryland	_____ Prince William County, Virginia
_____ Baltimore City	_____ Greenbelt, Maryland	_____ Prince William County Public Schools
_____ Baltimore County Schools	_____ Harford County	_____ Prince William County Service Authority
_____ Bladensburg, Maryland	_____ Harford County Schools	_____ Rockville, Maryland
_____ Bowie, Maryland	_____ Howard County	_____ Spotsylvania County Government & Schools
_____ BRPC	_____ Howard County Schools	_____ Stafford County, Virginia
_____ Carroll County	_____ Herndon, Virginia	_____ Takoma Park, Maryland
_____ Carroll County Schools	_____ Leesburg, Virginia	_____ Upper Occoquan Service Authority
_____ Charles County Public Schools	_____ Loudoun County, Virginia	_____ University of the District of Columbia
_____ Charles County Government	_____ Loudoun County Public Schools	_____ Vienna, Virginia
_____ City of Fredericksburg	_____ Loudoun County Water Authority	_____ Washington Metropolitan Area Transit Auth.
_____ College Park, Maryland	_____ Manassas, Virginia	_____ Washington Suburban Sanitary Commission
_____ District of Columbia Government	_____ City of Manassas Public Schools	_____ Winchester, Virginia
_____ District of Columbia Public Schools	_____ Manassas Park, Virginia	_____ Winchester Public Schools
_____ District of Columbia Water & Sewer Auth.	_____ Maryland-National Capital Park & Planning Comm.	

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE & TIME: MAY 20, 2015 @ 3:00pm

MONTGOMERY COLLEGE PROCUREMENT OFFICE

Dated: May 15, 2015

ADDENDUM #1

THE PURPOSE OF ADDENDUM:

1. To provide attached Questions and Answers.

*****ALL ELSE REMAINS UNCHANGED*****

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH BID RESPONSE.

NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Date

Typed Signature

Handwritten signature and date: S. 5.14.15

MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
RFP TITLE: TECHNOLOGY TRAINING SERVICES
RFP NUMBER: 515-008
RFP CLOSING DATE & TIME: MAY 20, 2015 @ 3:00pm

QUESTIONS & ANSWERS

QUESTION	ANSWER
What version(s) of Adobe Programs (Photoshop, Acrobat) should the courses be taught in?	Adobe Photoshop CS6; Adobe Acrobat IX.
What is the minimum number of students needed for a course to run?	Min. = 5
What is the maximum number of students per class?	Max. = 18
Will iPads, iPhones and Surface Pros be provided for the courses listed, or should the vendor provide them?	The employees will bring their own electronic devices.
Will all computers be configured for the courses, or should the vendor configure the computer and program environments for the various courses?	Computers will be configured by CPOD.
Should we provide course outlines for all courses, or for a select few ("pertinent")?	The vendor will provide outlines for all courses except those related to Microsoft Office products.
In the Section 5, Price Proposal, there is not column to indicate total number of hours per course (or total number of days). How should a vendor indicate that a course is more than 1 day long?	Courses take three hours each but two classes may be scheduled in one day. In that case, we would count one day or 6 hours.

*****END OF QUESTIONS & ANSWERS*****