REQUEST FOR INFORMATION

Montgomery County Community College
Procurement Department

Proposal Title: Pennsylvania Community College PLA (Prior Learning Assessment) Informational Website, PLA Application and Assessment System, and PLA e-Portfolio System

A Trade Adjustment Assistance Community College and Career Training Round 2 Grant Project (TAACCCT2)

This is Montgomery County Community College’s Request for Information No. RFI#01-112713RFP-1, issued November 7, 2013. Direct inquiries for information to: Marie Ryan, Email: mryan2@mc3.edu. Sealed proposals will be accepted prior to 3:00 p.m., Wednesday, November 27th, 2013. Proposals received after the stated due date and time shall not be considered.

A mandatory pre-proposal conference (either in person or by conference call) will be held for this solicitation on November 12th at 10A.M. Please contact Marie Ryan @ mryan2@mc3.edu for the location or conference call number. All questions/requests for information shall be submitted in writing via email to mryan2@mc3.edu, and to be assured consideration must be received prior to 5:00 p.m., Friday, November 15th, 2013. Questions may be faxed to the attention of Marie Ryan at 215-641-6516. After reviewing any questions/requests submitted, College will issue an addendum if necessary on the College’s website at www.mc3.edu and drop down to the bottom of the page and click on purchasing. Changes to this Request for Proposals will be made only by written addendum issued by the College Procurement Department.

Submit Proposals:  BY MAIL TO:
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA 19422

BY HAND DELIVERY OR EXPRESS CARRIER TO:
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA 19422

Firms shall ascertain prior to submitting a response that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here:

Addendum No. ______ Date: ______ Addendum ______ No. ______ Date: ______

Information the Firm deems Proprietary is included in the proposal response in the separate section of the response identified immediately below. See page five, paragraph B for additional information.
All proposed exceptions to College’s CONTRACT and to the General Terms and Conditions included in this Request for Proposals are included in the section identified immediately below. See page five, paragraph C for more information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Firm in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Firm: ____________________________

Mailing Address: ____________________________ Remittance Address (If Different): ____________________________

Fed ID OR Soc. Sec. No. ______ Date: ______________

Phone: (____) ______ Fax: (____) ______

Signature: ____________________________ Title: ____________________________

(Person signing must be authorized to bind the Firm in contractual matters) (Applicable to Partnership/Corporation)

Typed/Printed Name: ____________________________

**INDICATE THE TYPE OF BUSINESS:**

_____ Individual Trading in Own Name  ____ Partnership

_____ Individual Trading Under Trade Name  ____ Corporation

(Individual and Trade Name must be listed below as “legal name”) CORPORATE SEAL:
TABLE OF CONTENTS

REQUEST FOR PROPOSALS TITLE PAGE ............................................................................................. 1
TABLE OF CONTENTS .............................................................................................................................. 3

I. SUBMISSION OF PROPOSALS ........................................................................................................... 5
   A. NUMBER OF COPIES ............................................................................................................... 5
   B. SUBMISSION OF PROPRIETARY INFORMATION ........................................................... 5
   C. USE OF CONTRACT FORM, GENERAL TERMS AND CONDITIONS .............................. 5
   D. FIRM CERTIFICATIONS ....................................................................................................... 5
   E. OTHER .................................................................................................................................. 6

II. GENERAL INFORMATION
   A. PROPOSED SCHEDULE OF IMPLEMENTATION .......................................................... 6

III. SCOPE OF SERVICES ..................................................................................................................... 6
   A. PROJECT OBJECTIVE ........................................................................................................ 6
   B. BACKGROUND .................................................................................................................... 8
   C. SCOPE OF WORK ................................................................................................................ 9

IV. PROPOSAL PREPARATION ............................................................................................................. 15
   A. General .................................................................................................................................. 15
   B. Title Sheet ........................................................................................................................... 15
   C. Table of Contents ................................................................................................................. 15
   D. Project Methodology ........................................................................................................... 15
   E. Project Schedule ................................................................................................................... 15
   F. Experience of Firm ............................................................................................................... 15
   G. References ........................................................................................................................... 16
   H. Cost of Services ................................................................................................................... 16
   I. Insurance ............................................................................................................................... 16
   J. Other .................................................................................................................................... 16

V. CONTRACT TERM AND RENEWAL .......................................................................................... 16

VI. GENERAL TERMS AND CONDITIONS ...................................................................................... 17
   A. Independent Firm ................................................................................................................. 17
   B. Rejection and Award of Proposals ..................................................................................... 17
   C. Withdrawal of Proposals .................................................................................................... 17
   D. Contract Termination ......................................................................................................... 17
   E. Ownership of Documents .................................................................................................. 17
   F. Licenses and Permits .......................................................................................................... 18
   G. Royalty and License Fees and Copyright, Trademark and Patent Protection ................. 18
   H. Taxes .................................................................................................................................... 18
   I. Contract Changes ............................................................................................................... 18
   J. Payment for Services ......................................................................................................... 18
   K. Compliance with All Requirements ................................................................................... 18
   L. Legal Proceedings .............................................................................................................. 19
   M. Additional Services .......................................................................................................... 19
I. SUBMISSION OF PROPOSALS

A. NUMBER OF COPIES
An original, so marked, and 5 copies, so marked, for a total of 6 of your proposal document are required. Submit proposals in a sealed envelope, and put the RFP number, title, due date and time on the outside of the envelope. Firms are responsible for having their proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, College will notify the Firm of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Firm or in any way restrain or restrict competition. All responsible Firms are encouraged to submit proposals.

B. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Firm in connection with this procurement transaction shall not be subject to public disclosure; however, the Firm must invoke protection prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **Firms shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Firms may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

C. USE OF CONTRACT FORM, GENERAL TERMS AND CONDITIONS

1. College’s standard contract document is included in **APPENDIX A**.

2. College's standard contract document and this Request for Proposals contain terms and conditions that College favors and intends to use for the resultant contract. If the Firm has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Firm’s proposal response. Any Firm receiving a contract award shall be required to execute a contract in substantial compliance with College’s standard contract and will be required to furnish an original Certificate of Insurance and all other required contract documents within fifteen days after receipt of notification that the contract is ready for signature; otherwise, College may award the work to another Firm.

3. **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Firm's obligations. Firms who take exception to mandatory provisions will be requested to withdraw the exception(s). Firms not agreeing to withdraw exceptions to mandatory provisions may be deemed nonresponsive or may receive a lower evaluation score.**

D. FIRM CERTIFICATIONS

1. By submitting its proposal response, the Firm certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with College.

2. By submitting its proposal response, the Firm certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Firm, supplier, manufacturer or related entity in connection with its proposal; and that it has not
conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

E. OTHER

1. College will not be responsible for any expense incurred by any Firm in preparing and submitting a proposal response. All proposals submitted will become the property of College.

2. Proposals having any erasures or corrections must be initialed by the Firm in ink.

II. GENERAL INFORMATION

A. PROPOSED SCHEDULE OF IMPLEMENTATION

** The College retains the right to adjust or revise the referenced implementation schedule.

<table>
<thead>
<tr>
<th>Date</th>
<th>Schedule of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 7, 2013</td>
<td>Issue Request for Proposals</td>
</tr>
<tr>
<td>November 12, 2013, 10:00A.M.</td>
<td>Mandatory Pre-Bid Meeting</td>
</tr>
<tr>
<td>November 15, 2013</td>
<td>Questions due back to College</td>
</tr>
<tr>
<td>November 27, 2013 3:00P.M.</td>
<td>RFI due back to the College</td>
</tr>
</tbody>
</table>

III. SCOPE OF SERVICES

A. PROJECT OBJECTIVE

Montgomery County Community College (MCCC) is seeking information from vendors on the development of a PLA Informational Website and an integrated web-based PLA Application and Assessment system. Our primary objective is to provide students that attend Pennsylvania’s community colleges with a dedicated website for Prior Learning Assessment (PLA). The website will contain the following components: Orientation to PLA; student assessment to determine if they are eligible for PLA and the best method to receive PLA credit; a PLA challenge application; a tutorial on how to develop a standard portfolio for evaluation; interactive trainings for advisors and faculty assessors; and integration with an e-Portfolio system to be used for submission of PLA challenge artifacts. Success of the project will be determined by the numbers of TAA students using the site, the number submitting a portfolio, and the number receiving PLA credit. A Prior Learning Assessment (PLA) is the process used by colleges to evaluate prior educational, workplace and life experiences to determine if that experience is college-level quality and can be translated to credits. The term PLA includes several types of assessments: Evaluation of training received in corporate or military settings, often using the structure established by the American Council on Education; customized tests to prove student knowledge meets course exit standards; and, examination of non-credit courses to document rigor and content. The three main areas addressed during the common portfolio assessment are; the requested components, the process for the student, and the process for the assessor. While most schools agree to the components included in the portfolio, they do not necessarily agree to the order the documents are submitted. In addition, the current process for the student and the assessor may vary from college to college. That said, an example of the existing course challenge process for the student submitting a portfolio could include the following steps:
The current process for the faculty assessor includes:

- Identifying what courses are PLA challengeable
- Providing master course outlines with objectives

B. **BACKGROUND**

Pennsylvania’s community colleges must accelerate efforts to attract and retain adults who want to be re-employed with as little time in the classroom as possible. In 2010, the colleges established a President’s “Think Tank” to share best practices, identify opportunities, prioritize potential funding, and form all-college partnerships to pursue grant opportunities. As a result of the work of the Think Tank, the colleges were selected as a 2011 Trade Adjustment Assistance Community College and Career Training Round 1 (TAACCCT1) recipient to improve educational and employment outcomes for TAA workers, or those
unemployed or underemployed. Through this project, the fourteen community colleges can leverage the initial Department of Labor investment by adding important applications to a shared framework, which was identified by the Think Tank as a priority service area for increasing student success. As part of this framework, a more robust Prior learning Assessment (PLA) process will give TAA-impacted workers both a head start on the attainment of credentials and also off-set the time some will need to spend in school.

This project will allow the Colleges to: develop uniform standards and processes for PLA, including standard elements in any portfolio; adopt national competencies and define regional competencies; identify ways to best serve veterans; maximize opportunities for students to earn credit; build a network of faculty assessors and ensure they are trained to standards; establish a student fee schedule and payment structure for assessors; and, create higher visibility for PLA with prospective students. The program will provide new avenues for student completion. Given the research that exists on the success of PLAs, promoting their use will help students complete credentials. The intent is to create uniform, rigorous standards and promote PLAs as a tool to shorten completion times of TAACCCT1 programs.

The development of an e-Portfolio system will be an important component in building capacity for PLA. E-Portfolios, recognized as a student-centered, portable tool, will assist this effort by providing students with interactive and multimedia features that can facilitate all facets of their work.

The community colleges in Pennsylvania are working together towards goals to standardize the process for students, assessors, and faculty for an e-Portfolio system. However, at this point, the colleges desire a flexible approach to address their differences. The proposed challenge process for the student submitting an e-Portfolio for potential credit would include the most important common components of the framework, but would maintain each individual college’s ability to tailor details to their specific needs. The process for the student would incorporate these steps:

- Electronic Application for submitting an e-Portfolio
- Fee sheet: Paid online (PayPal or credit card)
- Electronic Authorization Approval Document (PLA application)
- Electronic Feedback from faculty
- Review has been labeled approved, incomplete, or complete
- Once review is complete feedback is given to the student

The process for the college:

- Identify what courses are PLA challengeable
- Provide master course outlines with objectives

The process for the faculty assessor:

- Each college assessor will go through a centralized training process
- Assessor will review portfolio against course outline and objectives.
- Assessor will make recommendations at each college based on course outlines and objectives

**JobTrakPA**

The JobTrakPA program was launched in October 2012 to support all of Pennsylvania’s 14 community
colleges train unemployed or underemployed workers in industry sectors including advanced manufacturing, energy, and healthcare information technology. Workers advance skills or retrain for new opportunities in high growth industries. The website and portal that supports the project is JobtrakPa.com.

C. SCOPE OF WORK

The specifications below outline the basis of the Pennsylvania Community College PLA Informational Website, PLA Application and Assessment system, and PLA e-Portfolio system. The specifications represent currently known system requirements and permit a balanced response among those submitting proposals. However, since the development of this service remains rather fluid, a discovery phase will be required to finalize system details. Please ensure your proposal assumes the time and cost associated with a full discovery phase. MCCC is committed to making the PLA website accessible to all. All aspects of the site must meet or exceed the requirements of Section 508 of the Rehabilitation Act of 1973. In addition, all website content must be updatable by the system administrator role.

The goal of this project is to 1.) Create a website capable of disseminating PLA (Prior Learning Assessment) information relative to each of Pennsylvania’s 14 community colleges, 2.) Create a custom PLA Challenge Applicant and Assessment system that permits applicants to apply for a challenge request, 3.) Integrate with an e-Portfolio system that permits development of a portfolio to be used in submission of the challenge request, and 4.) Permit advisors and assessors to access the application and associated portfolio as necessary to assess, and potentially approve, the portfolio as equivalent to the challenged course.

Firms interested in submitting a proposal must include:

- Demonstrated experience with higher education organizations and development similar applications.
- Demonstrated knowledge with e-Portfolio systems.
- Demonstrated experience with integration of social sites and online payment systems.
- Cover Letter including the name, address, telephone number, email, and signature of the person authorized to commit the agency to the information; as well as a brief company summary.
- Vision: Provide a thorough explanation of your company’s vision for a statewide website.
- Estimated project timeline identifying discovery phase and completion of project.
- Project cost including cost of discovery phase and all subsequent system development.
- Technical explanation of website, application and assessment system, and integration with e-portfolio system.

Integration with e-Portfolio Platform

The PLA Application and Assessment Process should integrate with a stand-alone e-Portfolio system. Although custom-developed and commercial systems are acceptable, to further facilitate public domain acceptance of this project, use of open-source e-Portfolio systems is encouraged. The custom development will include the Application and Assessment Process as described below. The functionality of the PLA Application and Assessment Process shall permit future customization, enabling potential integrations with other e-Portfolio platforms. Other adopters of the PLA Application and Assessment

Process system must be able to easily adapt the custom code to permit use of other e-Portfolio systems. The following integrations between the PLA Application and Assessment Process and e-Portfolio systems are required:

- One ID and password combination shall permit access to the Application and Assessment System as well as the e-Portfolio system. Web SSO (Single Sign-On) is required between both systems.

- Access to the e-Portfolio system shall be delayed until the challenge application is accepted and payment is complete.

- The final assessment shall update the “ok_assessment” field in the application table within the PLA Application and Assessment system.

- When final assessment is complete, the e-Portfolio system shall send an electronic copy of the final assessment to the assigned advisor as an email attachment.

**e-Portfolio System Functional Requirements**

The e-Portfolio system may include custom-developed and commercial systems although open-source systems are preferred. The system must support the following features:

- Mandate applicants complete a video-based e-Portfolio tutorial prior to permitting development of the applicant portfolio.

- Permit applicants to upload portfolio artifacts of various formats including: text, image, video, audio, etc.

- Permit the assessor to share feedback with the applicant prior to final submission. Feedback shall be in the form of textual notation linked with individual artifacts.

- Permit the assessor to store final application assessment in a secure, confidential manner. Final assessment shall only be available to the assessor and the assigned advisor.

- Permit multiple templates associated with each school. As a student applies for a PLA challenge, the e-Portfolio system must have access to the “challenge_school” value so as to permit access to the appropriate portfolio template.

- Applicant portfolio must adhere to Leap2A portfolio transportability standards.

**Application and Assessment Process**

The Application and Assessment Process Flowchart below identifies the interactions of the student applicant, the school advisor, and the application assessor for the PLA Challenge process. The process assumes that applicants will have previously enrolled in the school for which they are applying to challenge credits.
Web User Interface

The web interface of the informational website shall include at least the following navigational components. Additional components will be required to interact with the application and assessment system. All navigational components of that system shall be similar except the PLA Challenge Application itself. Each school must be able to individually customize the application requirements.
Prior Learning Assessment for PA Community Colleges

| PLA Website Menu 1 |

Prior Learning Assessment for PA Community Colleges

| PLA Website Menu 2 |

Prior Learning Assessment for PA Community Colleges

| PLA Website Menu 3 |

Data Model
The data model below provides more insight into the basic organization of the data relative to the PLA Application and Assessment System. Certain elements such as the “ok_assessment”, “challenge_school”, and “paid_fee” must also be available from the e-Portfolio system.

**PLA Application System Data Model**

```
<table>
<thead>
<tr>
<th>Applicant</th>
<th>Application</th>
<th>Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>PK</td>
<td>PK</td>
<td>PK</td>
</tr>
<tr>
<td>applicant_ID</td>
<td>application_num</td>
<td>course_num</td>
</tr>
<tr>
<td>foreign_account_sso</td>
<td>applicant_id</td>
<td>challenge_school</td>
</tr>
<tr>
<td>local_pwd</td>
<td>course_num</td>
<td>challenge_course_name</td>
</tr>
<tr>
<td>f_name</td>
<td>assessor_num</td>
<td>challenge_course_num</td>
</tr>
<tr>
<td>l_name</td>
<td>paid_fee</td>
<td>advisor_num</td>
</tr>
<tr>
<td>email</td>
<td>advisor_notes</td>
<td>ok_application</td>
</tr>
<tr>
<td>phone</td>
<td>ok_assessment</td>
<td>ok_assessment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assessor</th>
<th>Advisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>PK</td>
<td>PK</td>
</tr>
<tr>
<td>assessor_num</td>
<td>advisor_num</td>
</tr>
<tr>
<td>pwd</td>
<td>pwd</td>
</tr>
<tr>
<td>f_name</td>
<td>f_name</td>
</tr>
<tr>
<td>l_name</td>
<td>l_name</td>
</tr>
<tr>
<td>phone</td>
<td>phone</td>
</tr>
<tr>
<td>email</td>
<td>email</td>
</tr>
<tr>
<td>challenge_school</td>
<td>challenge_school</td>
</tr>
</tbody>
</table>
```

**Technical Details**

**Source Code / Creative Commons**

All work completed by this project will become available to the public through a Creative Commons license. All source code shall be provided at the conclusion of the development.

**Ongoing Maintenance**

All participating firms must commit to supporting the custom system for a period of six years after acceptance of the final system.

**Development Platform**
So as to further support public and open access to the resulting system, it is preferable that the developed web-based system operate on open-source operating systems, databases systems, and application platforms. The resulting system must also be supportable on cloud-based PaaS or IaaS environments.

**Payment Method**

Once the application is approved as worthy of challenge, the applicant must pay an application fee prior being permitted access to the e-Portfolio system. The application system must recognize this requirement and delay provisioning access to the e-Portfolio system until payment is received. Assignment of an assessor is also not completed until payment is complete.

Payment must support standard Internet credit-card payment methods. No credit card or financial information may be stored on the PLA Application and Assessment System. All financial and accounting functionality must be provided through the payment provider.

**Authentication**

Advisor and assessor accounts will be created and managed local to this system. Applicants will be given the option of utilizing existing accounts on the Google+, Microsoft Live, LinkedIn, or Facebook systems. These accounts will be used for authentication purposes only. All applicant correspondence will be accomplished through the phone or email.

**Systems Administration**

The system will require a centralized system administrator. This role will manually add all advisor and assessor accounts. It will also be able to create initial passwords, change passwords, disable accounts, add school-specific e-Portfolio forms, etc. This functionality should be provided through system-defined entry and not through direct database connectivity.

**Security**

The system should segment the database and web application components to permit typical DMZ network separation. The system shall retain no credit card or financial information. All passwords shall be accepted and stored in an approved encrypted format. Applicant applications and portfolios must be confidentially secured and only accessible by the associated advisor or assessor.

**Evaluation and Award Criteria**

In selecting the semi-finalists and finalist, the College will consider a number of factors in combination. these factors will include, but not be limited to:

1. How well the three main areas are addressed (the requested components, the process for the student, and the process for the assessor.
2. Must provide two references of existing customers with whom they have worked to implement such a system.
3. Cost
4. An implementation schedule as to when the work would be started thru to completion.

**IV. PROPOSAL PREPARATION**

A. **General**
1. The proposal response should address the items included in the Scope of Services, Scope of work, and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

2. Each page should be numbered (preferably sequentially through proposal response).

3. Each of the following items should start on a new page, providing as much pertinent information as necessary.

B. Title Sheet

Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGES of this solicitation and include it at the first of your proposal response. The name on the Title Page must be the full legal name of the Firm and the address must be that of the office which will have the responsibility for the services provided. Firms shall specify the section(s) containing trade secrets or proprietary information and section(s) containing exceptions.

C. Table of Contents

Include a complete Table of Contents

D. Project Methodology

Provide a complete description of the proposed methodology for implementation of and providing the required services under this contract.

E. Project Schedule

Provide a time line and schedule for implementation of this contract highlighting critical points in the process.

F. Experience of the Firm in Providing This Service

1. Include a brief statement of the Firm’s experience in providing the services stated in the Scope of Services. If any sub-Firms will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.

2. Include a list of clients for which work similar or related to that called for in this solicitation by identifying the clients for which your Firm or its members, while employed with your Firm or elsewhere, have provided services in the past three years.

3. Please provide specific information of your Firm’s organization structure, personnel and resources dedicated to advising services.

4. Give an overview of current workload, the priority to be assigned for oversight of College projects and staffing available relative to the Firm’s ability to respond to College’s requests for services on an “as needed” basis.

G. References
Provide a list of five clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and the person the College may contact.

H. Fees/Compensation

1. Project
2. Any other costs

I. Insurance

The Firm shall be required to maintain in force such insurance, in amounts acceptable to MCCC, as will protects himself and College from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subFirms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent Firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Firm shall furnish College with an original Certificate of Insurance upon request. The Certificate should name College as additional insured. The Firm shall notify College at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

J. Other Information

1. Include other relevant information the Firm deems necessary to provide the services needed to successfully complete the Scope of Services or which the Firm feels are relevant to its selection.
2. Based on the information provided in this Request for Proposal, the Firm should identify what might be expected from College over and above general assistance.
3. Contractual information, see the section titled Contract Form, General Terms and Conditions.

V. CONTRACT TERM AND RENEWAL

The initial term of this contract shall be for a three-year term. Upon mutual written consent, the contract may be renewed for two additional three year terms. For future contract periods, price increases shall be limited to 3% unless mutually agreed upon at least 60 days before the renewal term commences. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

VI. GENERAL TERMS AND CONDITIONS

A. Independent Firm

The Firm is an independent Firm and nothing contained in the CONTRACT shall constitute or designate the Firm or any of its agents or employees as employees of College.

B. Rejection And Award of Proposals

College reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Firms if so stated in the method of award section. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Firm. College reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced
will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

C. Withdrawal of Proposals

1. A Firm may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

2. By submitting a proposal response, the Firm agrees that the proposal response will not be withdrawn for a period of 120 days following the due date for proposal responses.

D. Contract Termination

1. Unless specified otherwise, any resultant contract may be terminated by College, in whole or in part, whenever College determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Firm as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Firm shall be paid for all goods delivered or services successfully completed prior to the termination date.

2. Any resultant contract shall terminate immediately upon exhaustion of properly appropriated funds should the Board of Supervisors fail to appropriate sufficient funds for its continuation.

E. Ownership of Documents

1. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Firm under any resultant contract shall, at the option of College, become County property and shall be delivered to and remain the property of College upon completion of the work or termination of the Contract. College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Firm.

2. Any documents provided to the Firm by College shall be returned to College upon request.

F. Licenses And Permits

The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by College.

G. Royalty And License Fees And Copyright, Trademark And Patent Protection

1. In submitting its proposal response, the Firm certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

2. Unless specified otherwise in the CONTRACT, the Firm shall pay all royalty and license fees relating to the items covered by the contract.

3. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Firm shall
indemnify and hold harmless College from any cost, expense, damage or loss incurred in any manner by College on account of such alleged infringement.

H. Taxes

College is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Firm shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between College and the Firm, as the taxes shall be an obligation of the Firm and not of College, and College shall be held harmless for same by the Firm. Exemption certification will be supplied upon request.

I. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. College will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

J. Payment For Services

Payments to the Firm shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to College. The Firm's records and documentation supporting such invoices shall be made available to College upon reasonable request. The Firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

K. Compliance With All Requirements

The Firm shall comply with all applicable Federal, State and Local laws, codes and regulations. The Firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

L. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for compulsory arbitration as provided by Montgomery County Civil Rule 1301.

M. Additional Services

College may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

N. Subcontracting And Assignment Of Work

The Firm shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of College. A description of any work the Firm proposes to subcontract shall be submitted to College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed sub-Firm. This submittal shall also
include a list of the key personnel that the sub-Firm will assign to the project. All work performed by any sub-Firm shall be coordinated by the Firm and the Firm will be responsible to College for all work performed by any sub-Firm or special consultant.

O. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to College shall be given to Montgomery County Community College, Vice President for Finance & Administration, 340 DeKalb Pike, Blue Bell, PA 19422. The Firm agrees to notify College immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

P. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

Q. Nondiscrimination

If the resultant contract exceeds $10,000, during the performance of the contract, the Firm agrees as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Firm will include the provisions of the foregoing paragraphs T.1., T.2., and T.3. in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-Firm or vendor.

R. Anti-Terrorist Collusion Clause

The College must require that investment advisers, investment service providers and/or investment entities guard against making investments with banks and companies that may have hidden terrorist links.

Marie Ryan
Manager of Procurement
215-641-6688
APPENDIX A
SAMPLE FORM CONTRACT

RFI #01-112713RFP-1

THIS CONTRACT is entered into __________, 2013, by MONTGOMERY COUNTY COMMUNITY COLLEGE ("MCCC"), and ________________________________, ("the Firm").

The parties agree that in consideration of the attached fee schedule, the Firm will perform all services and deliver all goods in accordance with the requirements described in Request for Proposal RFI#01-112713RFP-1, dated November 27, 2013.

Contract documents, in addition to this CONTRACT and the above referenced Request for Proposal RFI#01-112713RFP-1, are the Certificate of Insurance and the proposal documents of the Firm, dated __________.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

MCCC agrees to make payment to the Firm for goods and services provided, as follows: Payments to the Firm shall
be made within 30 days after receipt of an approved invoice for services provided in the previous month.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

**MONTGOMERY COUNTY COMMUNITY COLLEGE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>By:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Karen A. Stout</td>
</tr>
<tr>
<td></td>
<td></td>
<td>President</td>
</tr>
</tbody>
</table>

**FIRM**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>By:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMMONWEALTH OF PENNSYLVANIA,
CITY/COUNTY OF ________________, to-wit:

The foregoing instrument was acknowledged before me this _____ day of ______________, 2005, by __________________ on behalf of _____________________.

My commission expires: ________________

Date    Notary    Public