

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: FITNESS-FOR-DUTY/ABILITY-TO-WORK MEDICAL EXAMS AND SERVICES
RFP NUMBER: 520-038
RFP CLOSING DATE: APRIL 28, 2020 @ 3:00 PM



ADDENDUM #2
Issued: April 20, 2020

PURPOSE OF ADDENDUM ISSUANCE:

- To provide clarification on question #22 from addendum #1.

Question: Would you be able to give an example of one case that a contractor would be responsible for obtaining and reviewing a specialist report and another case where they would not?

MC Response: The College only requires a fit for duty evaluation per employee. The specialist will not be sending any information to the contractor.

- To provide clarification on revised price proposal for Category B, Medical Specialist.

Question: Page 1 of 2 of the revised price proposal, Medical Specialist, Category B, if the College is reimbursing a Medical Specialist directly for their services when would the Contractor bill an hourly rate?

MC Response: The College only requires a fit for duty evaluation per employee. If the employee requires a consult with another Doctor or specialist the employee will be using his or her own insurance.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **April 28, 2020**.

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

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ADDENDUM #1

Issued: April 15, 2020

PURPOSE OF ADDENDUM ISSUANCE:

- To extend the closing date from April 20, 2020 at 3:00 pm to **April 28, 2020 at 3:00 pm**
- To provide the attached questions & answers
- To replace Section 6 Price Proposal with the attached revised Price Proposal

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

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Vendor Questions	MC Response
1. Would the College be open to sending employees for testing to our existing county clinic or would this work have to be conducted on site?	The College is seeking a Provider to provide all required services at their facilities. None of the requested services are to be conducted on site.
2. Can you provide some basic volumes for the testing? How many individuals per month for each type of exams?	Testing volumes are not available at this time. We predict 3-5 for both physical and mental evaluations per month.
3. Is this a new program for Montgomery College? Have you ever done Fitness for Duty/Ability-to-Work Medical exams before? a. If yes, can we get a copy of the previous RFP?	Yes, this is not a new program for the College. However, we have done Fitness for Duty/Ability-to-Work Medical exams in the past. a. This will be the first RFP to contract for these services.
4. Is there an estimated budget for this project (cost per exam)?	No, not at this time.
5. Is there an estimated amount of exams that the contractor will be doing annually?	Estimated 40-70 exams annually.
6. Do physicians need to be in active practice?	No.
7. Is a URAC accredited Independent Review Organization an option for The State of Maryland or is this geared more towards individual physicians/recruiting firms?	Individual physician(s) or physician firm(s).
8. Is there an estimated number of exams that will require lab work such as blood work or urinalysis?	It will depend on each situation and/or case.
9. What was the total number of exams completed for 2019?	2019 data is not available.
10. From the total number of exams, how many required: a. Medical Specialty exams from Section 6, Price Proposal? i. Category B ii. Category C iii. Category D	Estimated 40-70 exams annually. Break down per category is unknown.
11. What will be the award/contract start date?	June or July 2020
12. Is there a line item component rate for expert testimony if required?	Yes, see attached revised Price Proposal.
13. Section 2.2.2 outlines preliminary reporting within 48 hours and a final report within 3 business days, is there an option to extend the turnaround?	No, there is not an option to extend the turnaround time.
14. Who currently provides the services outlined in the RFP?	No one, this is a new process.
15. What are the current rates for the services outlined in the RFP?	The College does not currently have a provider.
16. Section 2.2.1 The second bullet point references a psychological evaluation. Is it the intent of this evaluation to be performed by a medical doctor and for them to address the psychological condition of the employee? If not, please outline what type of provider is desired.	The College will specify whether the exam is medical or psychological.
17. Section 2.2.1 appears there may be a significant amount of document review with regard to sick leave usage, nature and severity of medical conditions, etc. will this include background medical reports from the treating provider?	Yes, reports of recommended treatment.
18. Should the proposal include a fee for the document review as outlined above?	No, the fee should be included in total charge.

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19. 2.2.1 – how many pages of documentation on average are provided for review with respect to the above?	This information is not available this is a new process.
20. 2.2.4 – Psychological Evaluations. Are the psychological evaluations to be performed by a Maryland licensed psychologist?	Yes.
21. 2.2.5 Is the provider required to offer all specialty medical examinations? Alternatively, is the expectation that the contractor will make the referral to the specialist on behalf of the college and employee?	The fit-for-duty evaluation should say what the next steps should be. Professional can recommend specialist for the patient to choose from and seek treatment on his or her own.
22. Is the contractor responsible for obtaining the specialist report and reviewing this report?	It will be on a case-by-case basis.
23. Is it the expectation that the contractor will pay the specialist directly and then will be reimbursed for such by the college under this contract? Alternatively, will the college pay the specialist directly?	No. It would be a referral. The College will pay the provider directly for the fit-for-duty evaluation.
24. Section 3.2 outlines the requirements for providers to be licensed in Maryland. Would the college consider a provider in DC, if the provider is licensed in DC and/or Maryland?	The provider must be licensed in the State of Maryland.
25. Page 15 lists one address and page 25 lists another address for hard copy submissions – please confirm the correct address in complete detail and will UPS packages be accepted during COVID-19 lockdowns?	Due to COVID-19 the College is working remotely. The delivery address for hardcopy has been temporarily changed to the address noted on page 15.
26. Page 15 - Section 5.1 reference is made to additional hard copy originals to be mailed. Must these originals also be <u>received before</u> the due date and time <u>or postmarked before</u> the due date and time?	Electronic proposal and addendum or addenda, if applicable shall be sent to the following email address prior to the submittal deadline. In addition to the electronic submission, one original hard copy proposal is also required. Any proposal received electronically after the specified deadline will be automatically rejected.
27. Page 23-29 Section D General Conditions and Instructions – is this entire section to be included in the Technical Proposal?	No. The Proposer shall refer to, understand, and agree to Attachment D, General Conditions and Instructions, of this proposal.

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

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SECTION 6– REVISED PRICE PROPOSAL

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. Contractors shall provide a reasonable projection of costs for services as outlined in the Scope of Services.

MEDICAL EXAMS

CATEGORY A

Item	Description	Price Per Exam
1	Initial Workability/Modified Duty Examination	\$
2	Follow-Up Workability Examination	\$
3	Fitness-for Duty/Ability-to-Work Examination	\$
4	Psychological Evaluation	\$
5	Hazmat Physical Examination	\$

MEDICAL SPECIALIST

CATEGORY B

Item	Description	Hourly Rate
1	Cardiology	\$
2	Orthopedics	\$
3	Psychiatry	\$
4	Internal Medicine	\$
5	Neurology	\$
6	Ophthalmology	\$
7	Dermatology	\$
8	Otolaryngology	\$

ROUTINE LABORATORY TESTING

CATEGORY C

Item	Description	Price Per Test
1	CBC	\$
2	Blood Chemistries (that include kidney and liver function)	\$
3	Urinalysis	\$

HAZMAT LABORATORY TESTING

CATEGORY D

Item	Description	Price Per Test
1	Heavy Metal Screen (Urine)	\$
2	Lead/ZPP Levels	\$

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SECTION 6– REVISED PRICE PROPOSAL-continued

ROUTINE DIAGNOSTIC STUDIES

CATEGORY E

Item	Description	Price Per Study
1	Electrocardiogram	\$
2	X-Ray (Chest & Extremities)	\$
3	Pulmonary Function Testing	\$

DIAGNOSTIC STUDIES

CATEGORY F

Item	Description	Price Per Study
1	CT Imaging	\$
2	MRI Imaging	\$
3	Sonography	\$
4	Cardiac Stress Testing	\$
5	EMG/Nerve Conduction Studies	\$

Optional Item Expert Testimony Rate	\$ _____ Per Hour
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The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission.

Montgomery College is tax exempt, certification provided upon request

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

Company Name Name

Title Authorized Signature and Date



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. 520-038

RFP TITLE: FITNESS-FOR-DUTY/ABILITY-TO-WORK MEDICAL EXAMS AND SERVICES

All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **April 20, 2020**.

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

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

Patrick Johnson, MBA
Director of Procurement

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to select a qualified Medical Provider to provide **Fitness-For-Duty/Ability-To-Work Medical Examinations and Services**, for Montgomery College employees and potential employees in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

1.2 (New) Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email.

Note: See **Section 5 Proposal Submission** for full detailed submission instructions.

Electronic proposal and addendum or addenda, if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m. on April 20, 2020** Eastern Standard Time (EST). **No responses will be accepted after this date and time.**

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the College.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Cherree Adams, Purchasing Manager** via e-mail to cherree.adams@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 pm on April 10, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure/> and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt may result in disqualification of bidder Offeror.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, General Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

1.7 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 6). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

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

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

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

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

1.10.1.2 Offeror is financially stable.

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

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

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

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

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

- Technical Proposal, including all attachments and
 - References (Attachment A)
 - Contractor Information Form (Attachment B)
 - Subcontractor List, if applicable
 - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 6)
- Mid-Atlantic Purchasing Team Rider Clause (optional)

1.13 Failure to Submit

Failure to provide any of the items noted in Section 1.12 may deem a proposal non-responsive.

1.14 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

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

1.16 Contract Documents

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

1.17 Contract Term

The initial term of contract will be for one (1) year from date of contract award. At the sole discretion of Montgomery College, the contract may be renewed for up to four additional one-year options, providing service has been satisfactory, funds are available, and the vendor has been in compliance with contract requirements.

1.18 Contract Pricing

Contract prices shall remain fixed for first year of contract. Requests for price increases after first year of contract must be submitted in writing within 60 days of expiration of year one contract term. The same will apply for all successive contract renewal periods, should the College elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. All contract price increase requests, along with supporting documentation must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

1.19 Contract Modification and Amendment

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 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. Certificate of insurance is due within 10 days of notice of award.

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

Workers compensation Insurance covering the Contractor’s employees

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

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

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

Bodily Injury and Property Damage:

\$300,000 combined single limit of bodily injury and property damage

- Contractual Liability – Premises and Operations
- Independent Contractors

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

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

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

These coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60)-calendar days’ notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.21 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. 520-038. Current certificates must be provided to the College throughout the contract term.

1.22 Termination of Insurance

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

1.23 Contract Assignment

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

1.24 Contract Deadlines and Failure to Deliver

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

1.25 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.26 Public Record and Proprietary Information

The information contained in Proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. **Offerors must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.27 Confidentiality

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

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

1.28 HIPAA and Compliance with Federal HIPAA and State Confidentiality Law

The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 et seq. and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq. MCMRA). This obligation includes:

- As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
- Providing good management practices regarding all health information and medical records.
- All records shall be subject to the Federal Privacy Act, 5 USC 552a, the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and regulations and shall be maintained and used with the highest regard for employee confidentiality.

1.29 Loss of or Damage to Data

In the event of loss of or damage to any College data or records where such loss or damage is due to the intentional act, misconduct, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost or damaged data in the manner and on the schedule set by the College Contract Administrator.

1.30 Ownership of Documents and Information

The successful Contractor is responsible for the protection and/or replacement of any original College documents in its possession. All documents, materials, and information which are prepared by the successful Contractor and form a part of its services are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of this contract. College data electronically stored on Contractor media or system shall be removed upon completion of the contract.

The Contractor shall maintain all records for a minimum of three (3) years unless advised otherwise by the College and for longer periods of time for special cases.

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

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

1.31 Tobacco and E-Cigarette Policy

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and Contractors.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

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

2.2 Objective

The College is soliciting the services of trained, qualified, skilled and license personnel with the necessary licenses, infrastructure, and insurance required to perform specific medical services for current and potential College employees.

2.3 Scope of Services

The Contractor shall work closely and effectively with the College to provide fit for duty/ability-to-work examinations, psychological evaluations, and other medical specialties, as needed.

The Contractor must have a service delivery site capable of providing most of the routine services required under this RFP, within Montgomery County , or a within a maximum one-hour normal driving time outside of Montgomery County. The Contractor must have a service delivery site or access to one for medical specialist and laboratory services within Montgomery County or a within a maximum one-hour normal driving time outside of Montgomery County, so that they are reasonably accessible to all current or prospective College employees. Normal College business hours are 8am – 5pm, Monday – Friday, except for specified holidays, when the College is closed.

The Scope of any added service or examination must be mutually agreed upon by the Contractor and the College. The Contractor shall provide the following specific types of Medical Services:

2.2.1 Initial Workability/Modified Duty Examinations

Employees may be referred to the **Contracted Agency, herein referred to as (CA)** for a comprehensive workability examination. The exact content of such examinations shall be determined by the (CA), in consultation with the **Designated College Contact, herein referred to as (DCC)**. At minimum, examinations shall include the following:

- Personal health history. Medical screening (height, weight, blood pressure, etc.)
- Psychological evaluation psychological, emotional and/or cognitive abilities of the employee to perform assigned duties.
- Examination of general physical condition (respiratory, cardiovascular, neurological, etc.).
- Evaluate employee's medical capabilities and limitations with regard to the job duties of the employee's position.
- If the employee has medical limitations that prevent the employee from performing assigned job duties, determine if the employee is medically capable of temporarily performing modified duties.
- Specify duty restrictions if any, estimated length of modified duty or determine that the limitations are permanent (i.e., the employee has reached maximum medical improvement).
- Estimate length of modified duty, or determine that the limitations are permanent (i.e., the employee has reached maximum medical improvement).

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

- If necessary, determine if an employee has a chronic medical condition that has ongoing and significant impact on the employee’s attendance, work performance or ability to perform assigned job duties.
- For employees with frequent sick leave usage, determine the frequency of use is medically justified based on the nature/severity of the medical condition(s). It may be necessary to determine if the employee has a chronic medical condition that has an ongoing and significant impact on the employee’s attendance, work performance or ability to perform assigned job duties.
- Review of relevant medical records from the employee’s treating physician(s).
- If indicated, and with the approval of the DCC and CA, the CA may utilize routine laboratory testing (e.g., CBC, blood chemistries, and urinalysis); and/or routine diagnostic studies (e.g., EKG, x-rays, pulmonary function testing); and/or diagnostic studies (i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.); and/or refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation (See Section 2.2.5 pertaining to payments associated with such additional tests or referrals).
- The CA shall fax or email a brief preliminary report to the DCC within 48 hours of the exam. A final comprehensive written report shall be submitted to the DCC within three (3) business days of the receipt of all relevant medical information.

2.2.2 Follow-Up Workability Examinations

Follow-Up Workability Examinations occur after an Initial Workability. Examinations are often required to allow the (CA) the opportunity to re-evaluate the employee and discuss the results of any additional diagnostic testing and/or medical specialist referrals.

- All of the specifications listed under the Workability Examinations (Section 2.2.1) shall apply to all subsequent Follow-Up Workability Examinations.
- The CA shall fax or email a brief preliminary report to the DCC within 48 hours of the exam. A final comprehensive written report shall be submitted to the DCC within three (3) business days of the receipt of all relevant medical information.

2.2.3 Fitness-For-Duty/Ability-To-Work Examinations

Fitness-For-Duty/Ability-To-Work Examinations may be requested to address a medical issue(s) identified in conjunction with an on-the-job injury, occurrence of sick leave, short-term disability and other situations when the College requires a medical opinion to determine an employee’s ability to work or to perform assigned job duties. Depending on the nature of the medical issue, the Fitness-for-Duty/Ability-to-Work Examination may address the physical, psychological, emotional and/or cognitive abilities of the employee to perform assigned duties.

- The CA will provide information on the type and severity of the injury/illness, treatment history and social or family history, as appropriate. If deemed medically necessary and after securing the approval of the DCC, the CA may refer the employee to other medical specialist(s) (e.g., cardiologist, orthopedist, psychiatrist, etc.) for further evaluation (See Section 2.2.5 pertaining to payments associated with such tests or referrals).
- The CA shall fax or email the results of a Fitness-for-Duty/Ability-to-Work Examination to the DCC by within 48 hours of the exam. A final comprehensive written report shall be submitted to the DCC within three (3) business days of the examination.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.2.4 Psychological Evaluations

Psychological Evaluations may be requested to address psychological, emotional and/or cognitive abilities of the employee to perform assigned duties. To include, but not limited to, scoring/evaluation of standard psychological test(s), or if deemed medically necessary and after securing the approval of the DCC, the CA may refer the employee to other qualified medical/mental health specialist(s) (e.g., Psychiatrist, psychologist and/or other mental healthcare professionals) for further evaluation (See Section 2.2.5 pertaining to payments associated with such additional tests or referrals).

- The CA shall fax or email the results of the Psychological Evaluation to the DCC by within 48 hours of the exam. A final comprehensive written report shall be submitted to the DCC within three (3) business days of the examination. In conducting these evaluations, the CA shall comply with all provisions of the ADA.

2.2.5 Medical Specialist/Medical Test and Laboratory Services

To complete the examination and evaluation services required by this contract, the CA shall make all necessary arrangements for referring employees for appropriate Medical Specialist and Laboratory Services, with the prior approval of the DCC. The medical specialties shall include but not be limited to: cardiology, dermatology, internal medicine, neurology, ophthalmology, orthopedics, otolaryngology and psychiatry. All providers must be licensed, in good standing, and without restrictions, to perform medical services in the State of Maryland.

- The Contractor will be paid the firm fixed unit price per hour specified in its Price Proposal for all services associated with: determining the need for Medical Specialist and Laboratory Services; making specific referrals for such services; reviewing specialist reports for accuracy; and consulting with and/or interpreting the findings of all such specialists. The Contractor shall submit all billing for Medical Specialist and Laboratory Services on behalf of the providing specialist/laboratory or as reimbursement for payments already made by the Contractor to the medical specialist/laboratory. All billing shall be for the exact amount charged by the providing specialist/laboratory without any markup or additional charges.

2.2.6 Hazmat Physical Exam

Hazmat (hazardous materials) screenings for employees who regularly or accidentally come in contact with hazardous chemicals or materials may be referred for basic hazmat physical exam. The exam should include: Physical exam (targeting systems that could be affected by hazardous chemicals), Spiro/Pulmonary Function testing, Chest X-Ray, Urine dip/Reagent Strip, lab testing as necessary and/or if deemed medically necessary and after securing the approval of the DCC, the CA may refer the employee to other qualified medical specialist(s)

2.2.7 No Show/Late Fees

The CA is permitted to charge an amount equivalent to 20% of the firms fixed unit price per exam specified in its Price proposal, if a referred employee fails to attend or arrives 30 or more minutes late for a scheduled Initial and/or Follow-Up Workability, Fitness for Duty/Ability to Work Examination, and the Contractor cannot accommodate an exam at that time, except for extraordinary circumstances, as explained below, or when the DCC gives the Contractor at least 24 hours advance notice of cancellation or late arrival.

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Extraordinary circumstances (personal, acts of God, etc.) in which the referred employee fails to attend or arrives 30 or more minutes late will be reviewed on a case-by-case basis and approved by the College as to whether a “no show” fee may be charged. If the Contractor performs an examination of a referred employee who arrives 30 or more minutes late without the employee being rescheduled for another appointment at another time and leaves the premises, a no show fee may not be charged.

2.2.8 Timeliness Requirements

Appointment requests should be considered a priority, and accommodated within a reasonable amount of time. The Contractor shall provide timely responses to the Designated College Contact on all inquiries, provide timely transmission of medical documents and render medical services as specified, or sooner on emergency basis.

Specific time limits for the submission of reports are contained in Sections 2.2.1 (Initial Workability Examinations), 2.2.2 (Follow-Up Workability Examinations), 2.2.3 (Fitness-for-Duty/Ability-to-Work Examinations), and 2.2.4 (Psychological Evaluations).

2.2.9 Problem Escalation Procedure

The Contractor must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the College within appropriate timeframes.

2.4 Payment of Fees

1. The Contractor will be paid the firm fixed unit price per exam specified in its Price Proposal, for each Fitness-for-Duty/Ability-to-Work Examination performed, after the DAC receives and accepts the comprehensive Fitness-for-Duty/Ability-to-Work report.
2. The Contractor will be paid the firm fixed unit price per exam specified in its Price Proposal for each Initial Workability Examination performed, after the DCC receives and accepts the comprehensive Workability report.
3. The Contractor will be paid the firm fixed unit price per exam specified in its Price Proposal for each Follow-Up Examination performed, after the DCC receives and accepts the final comprehensive Follow-Up Workability report.
4. The Contractor will be paid the firm fixed unit price per exam specified in its Price Proposal for each Psychological evaluation performed, after the DAC receives and accepts the comprehensive Psychological Evaluation report.
5. Invoices for Medical Specialist and Laboratory Services should include detailed information about the services performed. Should the Contractor provide any specialty or laboratory services itself, it may bill for these services as described above.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications Requirements

The Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

3.2 Mandatory Requirements

The Contractor shall be properly licensed in accordance with the laws of the State of Maryland and the Medical Board of Maryland. Contractor must provide a copy of their current Physician’s License verifying a good standing and include current resumes to support compliance with these requirements.

The Contractor must have the necessary personnel with all required licenses, experience, certification, accreditation, knowledge, skills, abilities, facilities, equipment, supplies, insurance, technology, to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards. Should the College be challenged in any administrative or judicial proceeding with regard to the medical services issue, the physicians of the Contractor must be able to provide expert medical judgement and testimony. The College shall have the right to monitor and audit all Contractor qualifications.

3.3 Contractors Responsibility for Employees/Subcontractors

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

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

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

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

4.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria:

4.1.2.1	Statement of Qualifications	45 (maximum available points)
4.1.2.2	Past Performance	25 (maximum available points)
4.1.2.3	Price Proposal	30 (maximum available points)
Highest possible evaluation score		<u>100</u>

4.1.3 Technical Proposal

Statement of Qualifications, Past Performance/Experience, and the degree of completeness of response to the RFP and level to which the Offeror followed instructions for submittal represent the technical proposal. The Contractor must demonstrate an understanding of the service and requirements outlined in the scope of work. Award will be made to the two highest evaluated responsible, responsive Offeror meeting all RFP terms, conditions, and specifications. Awarded Contractors will be utilized on a rotating basis, as needed.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 (New) Electronic Proposal Submission

This language supersedes existing Delivery of Bids, and Signature bid requirements language. A submittal consisting of the Technical Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offeror proposals must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Proposal (RFP) bid number and title.

In addition to the electronic submission, one original hard copy proposal is also required, and must be submitted as follows:

- **One** complete, signed original Technical Proposal, along with any addenda acknowledgements, if part of the RFP.
- **One** original, signed price proposal, marked as such, and submitted in a separate envelope.

Original hardcopy proposal shall be delivered to the following address:

Montgomery College
Central Receiving Dept.
7602 Standish Place
Derwood, Maryland 20855

Note: The RFP number, title, closing date and time must be labeled on the outside of mailing package.

Offerors are required to submit Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror 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 Offeror's name and address, the RFP number, and the closing 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.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

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SECTION 5 - PROPOSAL SUBMISSION - continued

5.2 Required Technical Proposal Submittals

5.2.1 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Acknowledgement of Receipt of Addenda (if applicable)
- Mid-Atlantic Purchasing Team Rider Clause (Optional)

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

5.2.2 Transmittal Letter

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

5.2.3 Statement of Qualifications

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

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

5.2.4 References

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

5.2.6 Subcontractors

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

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SECTION 5 - PROPOSAL SUBMISSION - continued

5.2.7 Price Proposal

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

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

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SECTION 6– PRICE PROPOSAL

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. Contractors shall provide a reasonable projection of costs for services as outlined in the Scope of Services.

MEDICAL EXAMS

CATEGORY A

Item	Description	Price Per Exam
1	Initial Workability/Modified Duty Examination	\$
2	Follow-Up Workability Examination	\$
3	Fitness-for Duty/Ability-to-Work Examination	\$
4	Psychological Evaluation	\$
5	Hazmat Physical Examination	\$

MEDICAL SPECIALIST

CATEGORY B

Item	Description	Hourly Rate
1	Cardiology	\$
2	Orthopedics	\$
3	Psychiatry	\$
4	Internal Medicine	\$
5	Neurology	\$
6	Ophthalmology	\$
7	Dermatology	\$
8	Otolaryngology	\$

ROUTINE LABORATORY TESTING

CATEGORY C

Item	Description	Price Per Test
1	CBC	\$
2	Blood Chemistries (that include kidney and liver function)	\$
3	Urinalysis	\$

HAZMAT LABORATORY TESTING

CATEGORY D

Item	Description	Price Per Test
1	Heavy Metal Screen (Urine)	\$
2	Lead/ZPP Levels	\$

PRICE PROSPAL CONTINUED TO NEXT PAGE (Page 1 of 2)

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SECTION 6– PRICE PROPOSAL-continued

ROUTINE DIAGNOSTIC STUDIES

CATEGORY E

Item	Description	Price Per Study
1	Electrocardiogram	\$
2	X-Ray (Chest & Extremities)	\$
3	Pulmonary Function Testing	\$

DIAGNOSTIC STUDIES

CATEGORY F

Item	Description	Price Per Study
1	CT Imaging	\$
2	MRI Imaging	\$
3	Sonography	\$
4	Cardiac Stress Testing	\$
5	EMG/Nerve Conduction Studies	\$

PRICE PROSPAL (Page 2 of 2)

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

Montgomery College is tax exempt, certification provided upon request

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT A - REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – 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 RFP. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes No

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT C – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DELIVERY OF BIDS 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, 9221 Corporate Blvd, 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, 9221 Corporate Blvd, 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.

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

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

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

MINORITY PARTICIPATION Pursuant to 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 to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

NON-DISCRIMINATION Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

NON-DISCRIMINATION POLICY The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT E – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>