

OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES  
RFP NUMBER: 920-012  
RFP CLOSING DATE AND TIME: JANUARY 22, 2020 @ 3:00 PM



**ADDENDUM #1**  
Issued: January 14, 2020

**ADDENDUM FOR THE PURPOSE OF:**

To provide the attached questions & answers.

**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: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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| QUESTION  | ANSWER  |
|---|---|
| Can you give an idea of the volume of complaints annually?  | The College has received approximately 100 in each of the past few years; however, most are handled internally. We would estimate the need for assistance on approximately 12-24. |
| Where do most of the complaints derive; students/faculty/employees?   | The significant majority come from faculty and staff, almost evenly split.  |
| What are the meeting requirements or expectations regarding post investigation?   | Determined on a case-by-case basis.   |
| Are advertisement services needed, i.e. – where trends are needed?  | No.   |
| On page 8 of the solicitation, the second to last bullet indicates the final investigative report is to include “findings.” (I also note “analysis” was stricken. Is that accurate?) In section A, it states: “If the College has determined that a violation has occurred...” Can you explain please | Correct; we do not require an analysis of the factual findings by the vendor.   |
| Do you anticipate extending the bid due date?   | No.   |
| What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?  | The contract award language listed in section three is standard practice. Award will be made to the bidder with the highest combined price and technical score.                   |
| Was this bid posted to the nationwide free bid notification website at <a href="http://www.mygovwatch.com">www.mygovwatch.com</a> ?   | No  |
| Other than your own website, where was this bid posted?   | The actual bid is available on the College’s procurement website.   |
| How many EEO cases/investigations were completed at MCC in 2019 and 2018?   | Approximately 50.   |
| How many cases/investigations in 2019 and 2018 required the use of a translator?  | Approximately 3.  |
| What was the cost for the EEO investigations to MCC (either per EEO investigation or total amount) on 2018 and 2019?  | N/A; conducted in-house.  |
| What was the hourly rate?   | N/A; conducted in-house.  |
| Is this requirement new or is there an incumbent in place currently?  | N/A; conducted in-house.  |
| If there is an incumbent, what is the name of the firm? How long have they held the contract?   | N/A; conducted in-house.  |
| Does MC require offerors to submit proposed resumes of our EEO specialists with the   | Resumes are not required, but would be helpful. Given that they are not required, a minimum number cannot be determined.  |

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|--|---|
| response? What is the minimum number of resumes expected for us to include?  |   |
| What is the approximate # of cases MC is expecting to be handled under this contract per year?<br><ul style="list-style-type: none"> <li>• # Formal/Investigations:</li> <li>• # Informal/Mediation:</li> <li>• # of cases expected across the 6 entities listed on page 22</li> </ul>                             | Approximately 12-15 formal investigations, with possibly 6-12 mediations.   |
| What is the page limit of the Technical Proposal?  | There is no page limit; however, proposing should limit enough pages that adequately to qualifications, experience, value added services, etc.                                    |
| The scope of services requires "Translation Services". What languages are required?  | Spanish at a minimum. Amharic and French would be a plus.   |
| Is the translator expected to also provide the EEO services or is this a separate individual(s) needed to be present when an EEO services are being conducted?   | May be separate individuals.  |
| Are you expecting our EEO contractors to have experience in both Informal and Formal services? Typically, the person who handles the Investigations, does not handle the informal side.  | To be determined on a case-by-case basis.   |
| The minimum qualifications list "experience developing and presenting training or facilitated workshops". What topics will be covered under training and workshops that our team is expected to develop/present? Training is a separate service and should be priced separately. Is this part of "Optional Items"? | Training topics will be determined, and associated training hourly rates should be reflected in "Optional Item" section of Price Proposal.  |
| What are the # of trainings/workshops expected to be handled under this contract?  | To be determined.   |
| On page 17, Award Considerations states that the award will be made to the lowest bidder whereas page 5 section 1.15 and page 10 section 3.1.2 does not state lowest price but rather a qualifications, price and references as a comprehensive package. Is this a "lowest price" award?                           | The resultant contract award will be made to the highest ranked bidder. Refer to second sentence of first paragraph in section 1.1 (Intent) located on page 2, for clarification. |
| Although the RFP states that Investigations will be on-site, is there any percentage of the services that may be done remotely?  | Generally, the preference is to have most of the services provided in-person. Remote services may be used in limited circumstances, on a case-by-case basis.                      |
| Can you provide a copy of Montgomery College EEO policy #31006?  | Yes, see attached.  |
| If data and/or reports for this same period are available, I would also like to know the   | For the past 3 years, we have had 20-30 EEO investigations per year. We will potentially outsource around half of those. The  |

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| breakdown for each investigation (individual vs. consolidated) for the same period with the number of each type (i.e. Individual or Consolidated - single issue investigation, combined issues or continuing violation). | vast majority of the EEO complaints we receive are brought forth by individuals; we only get 2-3/year that are brought by more than one person. We don't track by single issue/combined issue/continuing violation per se. At least half of our cases include multiple issues (not counting retaliation; almost all of them have a retaliation component). |
| What is the expected time to completion for a typical investigation based on past experience with EEO investigations?  | 60 days or less  |
| On average, what has historically been the number of investigations conducted over the past 3 years? Is this number expected to be consistent for the next few years?  | Has been between 20-30 and is expected to be steady; not every investigation would be outsourced (approximately half would be).  |
| What is the breakdown of type of EEO complaint received in the past three years (i.e., race, gender, disability, etc.)?  | Race is an element in over half the complaints, next is gender, then national origin, then disability, then religion, and finally, age.  |
| On average, how many interviews have been conducted for each investigation over the past three years?  | It varies widely; we would need outside help for the bigger investigations that would generally involve more than 5 interviews.  |
| Do you have a template or preferred format in which you'd like to see the quarterly and bi-weekly reports?   | No.  |
| Can briefings be provided telephonically or are they required in person?   | Telephone briefings are ok, depending on the circumstances.  |
| Will Montgomery College provide a liaison to assist in the collection of evidence such as personnel files, internal policies, collection of emails from servers, etc.?   | Yes  |
| Will the College accept a tiered pricing proposal based on the complexity of the investigation?  | So that all submitted pricing is compared on a apple-to-apple basis, tiered pricing is NOT acceptable  |
| Is the College willing to have translation services outsourced through a third-party as a pass-through cost?   | Yes; however, all contract, and billing documentation will be that of the prime contractor only. No purchase orders, or payments will be issued to third party entities.   |

\*\*\*\*\*END OF QUESTIONS AND ANSWERS\*\*\*\*\*

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Chapter: Personnel

Modification No. 010

Subject: **Equal Employment Opportunity and Non-Discrimination**

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I. Policy Statement

Montgomery College is committed to providing equal employment opportunity for all employees and applicants. Equal opportunity extends to all aspects of the employment relationship, including but not limited to recruiting, hiring, placement, promotions, training, working conditions, transfer, leaves of absences, compensation, and benefits. Further, the College is committed to providing an environment in which all persons are provided the opportunity for employment, participation in academic programs, and/or other College activities free from discrimination, harassment, and sexual assault in accordance with applicable federal, state, and local laws. Discrimination will not be tolerated and the College will consider a violation of this Policy to be a significant act of misconduct that may result in disciplinary action. When made aware, the College will take immediate action to stop the discrimination, prevent its recurrence, and remedy its effects.

II. Applicability

In accordance with applicable law and the College's commitment to access, equity, and diversity, the College does not discriminate against any student, employee, or applicant for employment on the basis of age, color, citizenship status, covered veteran status, disability, gender, gender identity and expression, genetic information, national origin, marital status, race, religion, sexual orientation, or for any other reason to the extent these attributes are not covered in this Policy and covered by federal, state and county laws and regulations. The College also prohibits retaliation against employees and students who, in good faith, bring complaints regarding perceived discrimination.

III. Education

Education is a key element of this Policy. The College will provide education and information, as appropriate, for students and employees to enhance understanding and increase awareness of the College's Equal Employment Opportunity and Non-Discrimination Policy. Any mandatory education requirements will be announced and posted on the College's website. The President is authorized to provide institutional leadership and guidance for developing education programs to promote awareness about non-discrimination. Some goals to be achieved through education are: (a) ensuring that all individuals are aware of their rights; (b) notifying individuals of conduct that is proscribed; (c) informing employees, contractors, and students about the proper way to recognize issues and address complaints involving a violation of this Policy; (d) preventing issues that this Policy addresses; and (e) identifying the necessary steps for preventing its recurrence and addressing its effects.

IV. The President is authorized and directed to establish procedures and programs to implement this Policy.

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Board Approval: September 21, 1987; December 18, 1989; April 15, 1991; July 15, 1991; September 21, 1999, November 18, 2002, December 13, 2010; February 25, 2013, February 23, 2015; December 12, 2016.

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Chapter: Personnel

Modification No. 006

Subject: **Equal Employment Opportunity, and Non-Discrimination**

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I. Introduction

- A. Montgomery College is an equal opportunity institution and, in accordance with applicable law, the College prohibits discrimination against any student, employee, or applicant for employment on the basis of age, color, citizenship status, current or former military status, disability, gender, gender identity and expression, genetic information, national origin, marital status, race, religion, sex, sexual orientation, and for any other reason covered by applicable federal, state and county laws and regulations. The College also prohibits retaliation against employees and students who, in good faith, bring complaints regarding perceived discrimination.
- B. The College is committed to providing an environment in which all persons are provided the opportunity for employment and/or participation in academic programs, and other College activities free from any form of harassment as prohibited by federal and state laws, including sexual misconduct. Conduct that constitutes discrimination and/or harassment violates College Policy and will not be tolerated. Violations of this Policy on the part of any College employee, or any student, or any participant in a College program or activity may result in appropriate disciplinary action, including discharge or expulsion.
- C. The College has taken steps to prevent and promptly correct all forms of discrimination. This internal complaint procedure provides a mechanism for aggrieved individuals to receive a prompt, thorough, and impartial review of issues believed to be in violation of the College's Equal Opportunity and Non-Discrimination Policy and [Equal Education Opportunity and Non-Discrimination Policy](#). Conduct pertaining to all forms of sexual misconduct; including sexual harassment, sexual assault, intimate partner violence/abuse, stalking, sexual exploitation, and sexual intimidation is covered by the procedures outlined in Policy 31001-Sexual Misconduct.
- D. When appropriate, the College expects students or employees to use internal means to resolve complaints related to 31006-Equal Employment Opportunity and Non-Discrimination and/or 41002-Equal Education Opportunity and Non-Discrimination, and to take advantage of any preventive and corrective opportunities.

II. Complaint Procedure - General

A. Intake, Investigation, and Recommendation

- 1. An employee shall present a complaint under this Procedure within 180 calendar days of the date of that incident or the date the employee should reasonably have known of the event underlying the complaint. If warranted, the employee/labor relations administrator, or designee, may extend this time limit for good cause shown by the employee. The complaint shall contain the Complainant's name, address, telephone number, the facts of the alleged violation, the date of the alleged violation, the name or names of the respondent(s), the requested remedy and any further information the Complainant believes relevant to the matter.

2. The College may establish the mechanism by which a complaint is submitted, which may include a form, a toll-free number, an online submission, or some combination of these mechanisms.
3. The employee/labor relations administrator, or designee, will determine whether the complaint is one that falls under this Procedure.
4. The employee/labor relations administrator, or designee, will determine whether the respondent employee(s) should be placed on paid administrative leave pending the outcome of the investigation.
5. The employee/labor relations administrator, or designee shall make every effort to meet with the complainant within ten (10) working days. If that timeframe is not feasible, such meeting will be scheduled as soon thereafter as is practicable.
6. Following review and evaluation of the complaint, the employee/labor relations administrator, or designee, shall notify the respondent(s), in writing, of the complaint, along with a copy of the appropriate College Policy and Procedure for which a violation has been alleged, and notice that College Policy and applicable law prohibit retaliation for the filing of a complaint or participation in an employment discrimination investigation. To the extent possible, confidentiality will be maintained at all times. The College may, however, inform other College employees who the College deems, in its sole discretion, should be made aware of the complaint.
7. If an investigation is appropriate, the employee/labor relations administrator or designee will make every effort to conduct such investigation within thirty (30) working days; however this timeline may be extended at the discretion of the investigator. Investigations, shall include:
  - a. interviewing relevant individuals;
  - b. reviewing relevant documentation;
  - c. meeting with the respondent(s); and
  - d. if necessary, conducting follow-up meeting with involved individuals.
8. The investigator shall make every effort to prepare a report and recommendation within thirty (30) working days after the conclusion of the investigation; however, this timeline may be extended at the discretion of the investigator. The report shall include:
  - a. the factual findings of the investigation;
  - b. a summary of the witnesses interviewed and evidence considered; and
  - c. a recommendation for resolution of the complaint.

The report and recommendation shall be submitted to the employee/labor relations administrator, or designee, or if the employee/labor relations administrator conducted the investigation, the chief human resources officer, or designee.
9. Within ten (10) working days after receiving the report and recommendation, the employee/labor relations administrator, or designee, or the chief human resources officer, of designee, as applicable, shall either approve the report and

recommendation, return it to the investigator for additional follow-up, or recommend alternate action. The employee/labor relations administrator, or designee, may reasonably extend this deadline.

10. The employee/labor relations administrator shall take action consistent with the approved report and recommendation or other agreed resolution.

B. Appeals

1. A complainant may appeal the decision reached following the investigation to the chief human resources officer, or designee, within ten (10) working days of the date the report and recommendation is approved.
2. An appeal may be submitted for only the following reasons: (i) a procedural error or omission occurred that significantly affected the outcome of the investigation or report and recommendation; and (ii) to consider new evidence, unknown or unavailable during the investigation, that could substantially impact the original finding (a summary of this new evidence and its potential impact must be included in the written appeal).
3. Upon receipt of an appeal, the chief human resources officer, or designee shall review the report and recommendation.
4. The chief human resources officer, or designee, shall issue a written decision on the appeal within ten (10) working days; however, this timeline may be extended at the discretion of the chief human resources officer or designee.

C. If discipline or discharge will result following the complaint/appeal process outlined above, the procedures set forth in 34002CP and 34003CP shall apply for purposes of implementing that decision.

D. The procedures outlined above notwithstanding, Montgomery College encourages individuals to pursue informal resolution of complaints. Employees may consult with employee/labor relations staff for assistance with seeking informal resolution of complaints.

E. Individuals have the right to file complaints with external enforcement agencies, including: Equal Employment Opportunity Commission; US Department of Labor; Office of Civil Rights of the Department of Education; the Maryland Commission on Human Relations; and the Montgomery County Human Relations Commission.

F. The Office of Employee and Labor Relations serves as the principal liaison with applicants for employment and College employees on matters of equal employment opportunity and equal education opportunity. Employees are encouraged to take advantage of this resource.

G. In cases of alleged sexual misconduct as defined in the Policy 31001-Sexual Misconduct, the procedures of that Policy shall be followed.

H. Individuals who are concerned they have witnessed, or have been subjected to prohibited discriminatory actions should discuss their concerns with their immediate supervisor, appropriate administrator, or the employee/labor relations staff. The College



recommends that individuals immediately bring their concerns to management's attention in order to facilitate prompt attention and action. An immediate supervisor or appropriate administrator, through consultation with human resources staff, will attempt to efficiently resolve the matter.

- I. Under these procedures, an employee or applicant for employment filing a complaint alleging a violation of the Equal Employment Opportunity and Non-Discrimination Policy (31006) must report in the complaint all known claims that have occurred prior to the date on which the complaint is filed. If, during the investigation, additional potential violations of the Equal Employment Opportunity and Non-Discrimination Policy are discovered, the College may open a separate investigation on those new allegations. The College may reject any claim to the extent it includes allegations that the Complainant(s) knowingly did not report in an earlier complaint. However, the College may, in its sole discretion, permit consideration of such allegations if it is satisfied (i) that the employee, applicant, or student provides an adequate explanation for not reporting the allegations in the prior complaint and (ii) that the interests of all parties would best be served by considering the new allegation.

- J. Complaints of discrimination will be investigated and addressed in a fair and impartial manner. All individuals involved in the investigation will be treated with dignity and respect. Retaliation against a complainant or individual participating in an investigation under this Procedure is prohibited.

K. Access to Information

All members of the College community are expected to cooperate with the investigation by providing timely information in the format requested. The investigator shall have access to personnel information about employees. The investigator shall also have access to the educational records of students, in whole or in part. Personal information obtained from educational records of students shall not, however, be disclosed to third parties other than the College's General Counsel, appropriate Senior Vice President, the President, and the appropriate administrative official(s) who might require access in order to conclude the investigation and implement a corrective action. Employees who fail to promptly cooperate with an investigation under this Policy shall be subject to disciplinary action.

L. Complaint Withdrawal

Complainant(s) may request the voluntary withdrawal of the complaint. The request shall be in writing to the chief human resources officer, or designee. A request to withdraw will not stop an investigation if facts determine that the College must take action.

M. Interim Measures

Based on the information gathered during the investigation, the College reserves the right to take appropriate interim measures designed to provide relief to the affected person(s), reduce the likelihood of recurrence, or address immediate effects of the behavior.

III. Implementation of Corrective Action

- A. The appropriate administrators/disciplinary authority shall act to implement corrective action as stated in the report and recommendation or as determined by the chief human

resources officer, or designee, if there was an appeal, or as soon as practical of the report and recommendation, or the appeal, if applicable, is finalized.

- B. If there is a final determination that there has been a violation of the College's Policy with respect to a grade awarded to a student, the finding or determination shall be forwarded to the Complainant(s), Respondent(s), and the appropriate Dean, who shall select a review committee in accordance with the procedures stated in the Academic Regulations for the review of allegations of arbitrary and capricious grading. The review committee, which is established pursuant to the Academic Regulations to review allegations of arbitrary and capricious grading, shall have no authority to reverse the finding or determination of the chief human resources officer, or designee, and shall confine its consideration to a determination of the appropriate corrective action with respect to the grade. The Committee shall forward to the chief human resources officer, or designee, Complainant(s), and Respondent(s) a written recommendation as to the appropriate corrective action with respect to the grade. Every effort shall be made to submit the recommendation within thirty (30) working days; however, the Committee may reasonably extend this timeline at its discretion.
- C. The Senior Vice President for Academic Affairs shall review the recommendation of the committee and, upon completing such review, shall issue a final written determination of the corrective action with respect to the grade she or he determines to be appropriate for such violation (which she or he shall implement), and a copy of which shall be forwarded to the Complainant(s), Respondent(s), and chief human resources officer, or designee,. The Senior Vice President shall make every effort to issue the final determination within ten (10) working days; however, the Senior Vice President may reasonably extend this timeline at their discretion.
- D. Once the disciplinary/grievance process, including any available appeal, has concluded, whatever decision is made regarding the disciplinary action constitutes the final administrative decision of the College in the matter. The chief human resources officer, or designee, shall ensure that the Complainant(s) is appropriately advised of the resolution of such disciplinary action.
- E. No provision of this Policy shall be construed as a limitation on disciplinary action available under applicable policies and procedures. If an investigation is conducted under this Policy and no Policy violation is found, that fact does not prevent discipline of the respondent(s) under other applicable Policies and Procedures.

#### IV. Alternative Dispute Resolution

Upon mutual agreement of the complainant and the employee/labor relations administrator, or designee, a complaint may be referred to mediation. If the grievant and the College agree to mediate a complaint, the employee/labor relations administrator, or designee, shall select an appropriately trained individual as a neutral mediator to help the parties resolve a workplace dispute.

#### V. Confidentiality

The College recognizes the importance of confidentiality. To the extent possible, all information received in connection with the filing, investigation, and resolution of complaints will be treated as confidential. Records will be maintained in a confidential manner to the extent permitted by law

and insofar as they do not interfere with the College's legal obligation to investigate and resolve issues of discrimination. Thus, confidentiality will be maintained except as disclosure may be required to be made: (i) by law; (ii) to individual witnesses with knowledge of facts relating to the complaint; (iii) to appropriate human resources department staff; (iv) to union representatives in the event the Complainant(s) and Respondent(s) are union members, and/or; (v) on a need to know basis to counsel, insurers, auditors, appropriate Board members and executives of the College.

VI. Non-Disclosure of Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law.

To comply with this law, employees should not provide any genetic information when responding to a request for medical information made in connection with a request for an accommodation, including any leave of absence.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

VII. Maintenance of Documentation

Documentation resulting from the investigation at each level in the complaint procedure will be maintained by human resources, and is not considered part of an employee's personnel file, except to the extent that personnel action(s) result from the investigation.

VIII. Retaliation Prohibited

Retaliation against a person who has filed a complaint or against any individual who participated in an investigation is strictly prohibited. Any retaliatory action by any College employee or student against a Complainant or witness is prohibited and may be grounds for disciplinary action or dismissal from the College.

IX. Good Faith Reporting

Any individual found to have knowingly and intentionally filed a false allegation or provided false information may be subject to appropriate disciplinary action. A complaint made in good faith is not considered false merely because the evidence does not ultimately support the allegation of discrimination.

X. Time Limits

Working days are defined as all days during the calendar year other than Saturdays, Sundays, and days the College is closed.

The employee/labor relations administrator, or designee, may exercise reasonable discretion to adjust the time limits set forth in this procedure.

XI. Receipt of Notification

Whenever, under these procedures, individuals must be notified in writing, a copy shall be served in person, by certified, return receipt requested mail to the address that is kept on file at the College, or via email. For purposes of computing any time frames under these procedures, where service is by US mail, the date of service shall be considered to be the third day after the postmarked date of the letter. It is the responsibility of the individual to ensure that the College has their current address on file.

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Administrative Approval: July 16, 1999; March 10, 2003; December 13, 2010; February 24, 2015; December 13, 2016; March 27, 2018.



Office of Procurement  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO. 920-012**

**RFP TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**

All proposals **MUST BE RECEIVED** in the Procurement Office by 3:00 PM local time on January 22, 2020.

**PROPOSALS WILL NOT BE ACCEPTED VIA FACSIMILE OR E-MAIL**

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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
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**TABLE OF CONTENTS**

| <b>TITLE</b>  | <b>PAGE</b> |
|---|-------------|
| SECTION 1 – PROPOSAL AND CONTRACT INFORMATION           | 2-7         |
| SECTION 2 – BACKGROUND AND SCOPE OF SERVICES            | 8-9         |
| SECTION 3 – PROPOSAL EVALUATION AND AWARD               | 10          |
| SECTION 4 – PROPOSAL SUBMISSION                         | 11-12       |
| SECTION 5 – PRICE PROPOSAL                              | 13          |
|   |             |
| ATTACHMENT A: REFERENCES                                | 14          |
| ATTACHMENT B: CONTRACTOR INFORMATION FORM               | 15          |
| ATTACHMENT C: NO BID RESPONSE                           | 16          |
| ATTACHMENT D: GENERAL CONDITIONS AND INSTRUCTIONS       | 17-22       |
| ATTACHMENT E: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE | 23          |

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
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**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal to provide Montgomery College with equal employment opportunity (EEO) investigation services 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 Proposal Submittal Due Date**

All responses to this Request for Information are due in the Montgomery College Office of Procurement, 9221 Corporate Blvd, Rockville, Maryland 20850 by 3:00 p.m. on **January 22, 2020**, and must be submitted in a SEALED envelope, clearly marked with the RFP Number and Title, the Due Date and Time, and the Name/Address of the Offeror. **No responses will be accepted after this date and time. FACSIMILE OR EMAIL TRANSMISSIONS WILL NOT BE ACCEPTED.** In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

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 [Patrick.johnson@montgomerycollege.edu](mailto:Patrick.johnson@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 3:00 pm, **January 14, 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 does not relieve the Offeror from complying with all terms of any such addenda.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**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 within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

**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.



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**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**

- Technical Proposal, as outlined in Section 4
- Price Proposal (Section 5)
- 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.15 Contract Award**

An award will be made to the highest ranked responsive and responsible Offeror 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 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.

**1.17 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.

**1.18 Contract Modification and Amendment**

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

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

**1.19 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.

**1.20 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.21 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](mailto:accountspayable@montgomerycollege.edu). Montgomery College payment terms are Net 30.

**1.22 Proposers 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.

**1.23 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.

**1.24 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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.25 Insurance Requirements**

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

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

**Workers compensation Insurance** covering the vendor’s employees

As required by Maryland State law 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 vendor, 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 vendor. 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 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. [920-012].

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 2 – BACKGROUND AND SCOPE OF SERVICES**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College enrolls roughly 54,000 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 Scope of Services**

The College has an immediate need for equal employment opportunity (EEO) investigative services, which will be ordered on an as-needed basis. EEO investigation services shall include at a minimum, the following:

- Conduct **on-site** investigations to a diverse population of employees and students.
  - Conduct informal mediation services as set forth in Policy #31006 Equal Employment Opportunity and Non-Discrimination with appropriately signed agreements.
  - Obtain reports of investigations with all evidence and attachments of exhibits.
  - Preparing investigative files in conformance with the standards established by EEOC and College Policy and Procedures as set forth in Policy #31006 Equal Employment Opportunity and Non-Discrimination, within 60 days of receipt of letter of authorization for services.
  - Provide **in-person**, face-to-face investigatory interviews unless otherwise determined by director of Employee Relations Diversity and Inclusion, as needed by the College.
  - Provide a Project Manager dedicated to the cases referred by the College.
  - Provide comprehensive final investigative reports with **analysis**, findings.
  - Provide translation services for employees/students with limited English Proficiencies
- A. Contractor shall provide sufficient supervision to ensure the EEO investigations are handled in accordance with College policy & procedure, requirements listed herein, and the standards established by the Equal Employment Opportunity Commission (EEOC). Investigations shall be performed by the Contractor to identify and obtain evidence from all relevant sources and gather sufficient information, concerning the basis and issues of the complaint. If the College has determined that a violation has occurred, the Contractor's report of investigation will provide the College with a sufficient factual basis from which to fashion an appropriate remedy.
- B. Contractor shall conduct comprehensive inquiries into claims, allegations of illegal discrimination and make reasonable cause determinations for EEO matters in accordance with Title VI, VII and IX of the Civil Rights Act of 1964.
- C. Contractor shall conduct comprehensive inquiries into claims, allegations and complaints related to bullying, harassment, and hostile work environment or other conduct inconsistent with the values of the College.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 2 – BACKGROUND AND SCOPE OF SERVICES - continued**

- D. Contractor shall conduct bi-weekly overviews in writing of assigned cases with status updates.
- E. It is preferred that contractor provide investigative professionals that are located within the local D.C. metropolitan area.
- F. Contractor shall provide the College with briefings related to any investigations, inquiries, complaints, claims, and allegations directed toward or against employee (s) of the College.
- G. Contractor shall provide the College with a quarterly report of the EEO complaint activity.
- H. Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology to provide all services listed herein.

**2.3 Minimum Qualifications Requirements**

- Master's Degree or higher, or a Bachelor's degree with a minimum of three (3) years of work experience in equal opportunity, affirmative action, or human resources management, criminal justice, employment law or a directly related field.
- Experience investigating complaints (informal/mediation & formal fact-finding).
- Experience developing and presenting training or facilitated workshops.
- Thorough knowledge of discrimination, harassment, and equal opportunity laws and regulations, and the ability to interpret, communicate and apply same.
- Demonstrated ability to plan, conduct and organize investigations and to prepare comprehensive written reports.
- Demonstrated ability to listen, identify, elicit, distill, and analyze essential information needed to assess and resolve problems and issues.
- Demonstrated ability to exercise sound judgment and discretion.
- Demonstrated ability to maintain confidentiality and professional relationships in dealing with sensitive, complex civil rights and legal issues and situations.
- Demonstrated ability to interact in an effective and appropriate manner with diverse populations, the College, the community, and the public.
- Demonstrated effective organizational, analytical, interpersonal, written, and oral communication skills.
- Demonstrated ability to analyze data and prepare reports.
- Demonstrated ability to work with employees/students with disabilities and provide appropriate accommodations in accordance with the ADA and College Policy # 31206 Employment of People with Disabilities.

**2.4 Preferred Qualifications**

- Juris Doctor degree
- Bi-lingual

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 3 – PROPOSAL EVALUATION AND AWARD**

**3.1 Evaluation**

**3.1.1 Evaluation Process**

All submitted offeror proposals will first be examined for responsiveness and completeness by the College’s proposal evaluation committee. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the sole 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.

**3.1.2 Evaluation Criteria**

The evaluation of all complete and responsive submitted proposals will be based all criteria listed below, along with maximum available points for each.

| Description of Criteria       |                             | Maximum Point Value |
|-------------------------------|-----------------------------|---------------------|
| Item                          |                             |                     |
| 3.1.2.1                       | Qualifications & Experience | 50                  |
| 3.1.2.2                       | Past Performance            | 15                  |
| 3.1.2.7                       | Pricing                     | 35                  |
| 3.1.2.8                       | Value Added Services        | 10                  |
| <b>Maximum Possible Score</b> |                             | <b>110</b>          |

**3.1.3 Award**





An award of contract will be made to the highest ranked responsive and responsible Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 4 – PROPOSAL SUBMISSION**

**4.1 Proposal Submission**

Prior to submitting a proposal, please read the ENTIRE solicitation, including the General Conditions and Instructions. Failure to read any part of this solicitation will not relieve an Offeror of the obligations of the resultant contract. A submittal consisting of the Technical Proposal and the Price Proposal, **in separate labeled envelopes**, is required when responding to this Request for Proposal. Envelopes must be marked Technical Proposal and Price Proposal. **DO NOT** include price proposal with Technical Proposal. **Offerors are required to submit:**

-  **One** (1) signed original Technical Proposal (**marked original**; in a separate envelope)
-  **Five** (5) additional copies (**marked copy**; in a separate envelope).
-  **One** signed original price proposal (**marked price proposal**; in a separate envelope)
-  **One** electronic copy (USB)

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 outlined in section 4.2.** Failure to comply may result in rejection of offeror proposal. 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 general conditions & instructions contained herein

**4.2 Required Technical Proposal Submittals**

4.2.1 Include in Technical Proposal the following:

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

4.2.2 Price Proposal



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 4 – PROPOSAL SUBMISSION - continued**

**4.2.3 Transmittal Letter**

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

**4.2.4 Statement of Qualifications and Experience**

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.

**4.2.5 Past Performance**

Demonstrated experience for a minimum of three (3) years providing EEO investigation services. Demonstrated experience should reflect work completed by individuals who will be assigned to this contract, if awarded.

**4.2.6 References**

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

**4.2.7 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.

**4.2.8 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.

**4.2.9 Value Added Services**

Bidder shall provide a comprehensive list of all project-related value add services offered at no additional cost to the College.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**SECTION 5 – PRICE PROPOSAL**

|                             | Year 1 Price per case | Year 2 Price per case | Year 3 Price per case | Year 4 Price per case | Year 5 Price per case |
|-----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>EEO Investigation</b>    | \$ _____              | \$ _____              | \$ _____              | \$ _____              | \$ _____              |
| <b>Translation Services</b> | \$ _____/HR           | \$ _____/HR           | \$ _____/HR           | \$ _____/HR           | \$ _____/HR           |

**Optional Item:**

|   |             |
|---|-------------|
| Hourly rate for other offer EEO investigation services, not listed herein | \$ _____/HR |
|---|-------------|

\*\*If multiple labor categories exist, please provide hourly rates for each, under separate cover.

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.

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 Printed company Representative Name

---

Title Authorized Signature Date

**Montgomery College is tax exempt, certification provided upon request**

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT A – REFERENCES**

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

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

| <b>REFERENCE 3</b>    |  |
|-----------------------|--|
| 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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**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)

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Company Name Name

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Street Address Authorized Signature and Date

---

City, State, Zip Code Title

|   |
|---|
| Please return to: Montgomery College<br>Office of Procurement<br>9221 Corporate Blvd<br>Rockville, Maryland 20850 |
|---|

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS**

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

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

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

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

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

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

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

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

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

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

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

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

**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.

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

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

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



**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

**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."

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**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.

**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.

**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.**

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) INVESTIGATION SERVICES**  
**RFP NUMBER: 920-012**  
**RFP CLOSING DATE: January 22, 2020**

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