

OFFICE OF BUSINESS SERVICES
RFP: E421-007
YOUTH PROGRAMMING
RFP CLOSING DATE AND TIME: JULY 16, 2021 @ 3:00 PM



ADDENDUM #2

Issued: July 13, 2021

ADDENDUM PURPOSE:

- To add attached Minority Vendor Classification Form in Section 3 Technical Proposal Submission.
- To provide further clarification regarding Automobile Insurance requirements.

Question: Will College waive the automobile insurance coverage for the following situations, or shall we be required to provide personal automobile insurance?

- (1) We are an LLC and our employees are a mix of independent contractors and payroll. We will have employees who teach on your campus but will drive their own cars with their own insurance to and from work. We do not have company car. We do not provide any additional automobile insurance.
- (2) We do not have employees, and hire independent contractors to provide services to the College.
- (3) I will not require an automobile to provide services under this RFP. Is my business required to have comprehensive automobile liability coverage even if the business will not use it?
- (4) If I am an individual or a sole proprietor, am I required automobile insurance to perform the services.

Answer: Auto insurance under any of the above scenarios will not be waived. Given the nature of these types of programs and particularly the camps, it is foreseeable that a contractor may need to go from one place to another on campus or even go pick up supplies or other necessary materials in connection with the performance of work under the contract. Similarly, it is expected that a vehicle would be used to bring materials and would be thus delivering the materials on campus.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in blue ink that reads 'Patrick Johnson'.

on behalf of

Patrick Johnson, MBA
Director of Procurement

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Please **sign** below to acknowledge receipt of this Addendum and return with the **TECHNICAL PROPOSAL submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.
NOTE: ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDUM WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

MINORITY VENDOR CLASSIFICATION FORM

Minority Vendor: _____(Yes)_____ (No)

If yes, select minority classification from list below.

___ African American

___ Hispanic

___ Native American

___ Alaskan Native

___ Asian

___ Pacific Islander

___ Woman

___ Disabled

___ Veteran

___ LGBTQIA+

___ Other: _____

COMPANY NAME

COMPANY REPRESENTATIVE PRINTED NAME

REPRESENTATIVE TITLE

AUTHORIZED SIGNATURE AND DATE

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ADDENDUM #1
Issued: July 7, 2021

ADDENDUM PURPOSE:

- To add Contract Price Adjustment Clause in Section 1 as follows:

1.38 Contract Price Adjustment

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

- To change “Cost Per Program” to “**Cost Per Student**” in **Section 6.1 Price Proposal Form**. The Price Proposal form is hereby revised and reissued at Offeror’s convenience. **Please use revised Price Proposal Form for submission. Failure to do so may deem an Offeror’s price proposal non-responsive.**
- To provide attached questions and 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 **TECHNICAL PROPOSAL submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDUM WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Date

Printed/Typed Signature

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QUESTIONS AND ANSWERS

| Item# | Questions | Answers |
|-------|--|---|
| 1 | We are interested in responding to bid solicitation advertised, can you kindly forward to us bid documents? | The RFP documents are available to download from the College Procurement Office website at https://info.montgomerycollege.edu/offices/procurement/bid-opportunities.html . Please follow the following steps: <ol style="list-style-type: none"> 1. Click the above website link 2. Click the bid number "e421-007" 3. Fill out all required contact information, and make sure your email address is correct 4. Submit |
| 2 | I would like to apply for the contract opportunity. How will I submit the proposal online? I downloaded the PDF but does it need to be printed out? Re-uploaded and then sent back to you? Or is there a link? | All Offerors' proposals must be submitted electronically, to vendor.proposals@montgomerycollege.edu via one email, in two separate PDF file attachments, by 3:00 p.m. Eastern Daylight Time (EDT), on July 16, 2021 . One attachment shall include the Technical Proposal , and the second attachment shall include the Price Proposal . Subject line of email must include "Vendor Response to RFP No. E421-007, Youth Programming". Please refer to Section 3 Proposal Submission for the details how to prepare and submit the proposals. |
| 3 | Section 1.18 states Certificate of Insurance is due within 7 days of award. However, Attachment B, Qualification Statement iii states "submit evidence of insurance policies..." Please clarify the requirement. | Qualification statement requires your firm to submit a copy of your firm's current certificate of insurance in place. The College needs to know that the Offeror(s) have the insurance and/or are able/willing to obtain it. The College does not need be named as additional insured. While Section 1.18 requires the successful Offeror(s) to provide the proof of insurance coverage pertaining to our RFP requirements after the seven (7) days of award, including but not limited to the College shall be named as additional insured for liabilities coverage. |
| 4 | While my business does have insurance coverage right now, I need additional | See answer provided in Item 3. Your firm's proposal may not be rejected solely due to |

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| | coverage to meet the College and State's insurance standards. I am working to obtain the necessary coverage right now. If my business is required to submit a certificate of insurance with the Response to the RFP and I cannot provide a certificate of insurance with the additional coverage, will you reject my proposal? | that reason during the evaluation process. However, your firm is required to provide the proof of insurance required after seven (7) days of award. |
| 5 | I have not found any business insurance policies that extend coverage to subcontractors/independent. However, my subcontractor will have insurance coverage and I can provide both certificates of insurance. Can you accept certificates of insurance for both my business and my subcontractor and our contract instead? | That is acceptable. |
| 6 | I will not require an automobile to provide services under this RFP. Is my business required to have Comprehensive Automobile Liability coverage even if the business will not use it? | If your firm does not have employees and you are a sole proprietor, you use public transportation to the College to provide services, then you do not need to provide automobile liability coverage. |
| 7 | I do not have any employees. I only work with one subcontractor - who also has no employees. Is my business required to have worker's compensation insurance? | If your firm do not have employees and you are a sole proprietor then workers compensation insurance is not required by the State of Maryland, your firm is required to sign a waiver that you are solely responsible should any injury occur. |
| 8 | Should the price proposal include price increases in the event that the College exercises the option to renew the contract in subsequent years? | Contract Price Adjustment Clause has been added to the RFP in this Addendum. |
| 9 | Is it permissible to submit both contact information for and written statements from my references? | That is acceptable. |
| 10 | May I also include additional written references for my subcontractor? | Yes. Please indicate clearly in the RFP if it is your subcontractor reference. |
| 11 | My business is minority-owned, woman-owned, and disadvantaged. My subcontractor falls within all three categories as well. I am working on my MWDBE certification now. If I am not certified by the RFP's due date, will that | We encourage small, minority owned, woman-owned and disadvantaged business vendors to respond to the College solicitations. Our solicitations are open to all interested perspective vendors. We do not have a set-aside MWDBE program yet. |

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| | exclude me from consideration under the MWDBE program? | |
| 12 | Section 6 Price Proposal, Fixed Firm Cost per Program - Please clarify contract requirement for fixed firm cost per program. Requesting minimum/maximum student enrollment implies the minimum that we set is based on a fee structure as opposed to a fixed firm cost. (a) Who establishes the price per student and the class price? (b) How is the difference between enrollment fees and program costs distributed? (c) How do we clarify min/max course length (i.e. number of weeks). Our fee structure is based on the number of weeks per session. Where and how is this specified? | (a) Montgomery College Youth Programs establish the price per student, and the class price. (b) Montgomery College Youth Programs determines these fees based on the vendor's cost per student, and our administrative costs, including but not limited to the special equipment, youth program administrative fees, etc. (c) The majority of programs are one week in length. This allows students to take a variety of courses throughout the summer. We do have some two-week sessions, but nothing longer than that. |
| 13 | How and where do we specify which campus the course will be held? Is that specified on the RFP or is that discussed after the proposal is approved/accepted? | Most of the College youth program activities have been held on the Rockville and Germantown Campuses. The decision is made by the interest in the community, and the level of construction (safety issues) on the campus. Due to the amount of construction activities going in on the Takoma Park/Silver Spring Campus, we do not plan to hold the youth program there. However, we are open for discussion for the program activities to be held at other college owned campuses and leased facilities, or others. |
| 14 | We are unclear how to submit the Cost per Program in the Price Proposal. Is that a total cost for the entire program or is that a per Student Cost that we submit to you. | That is a per student cost that Offeror submits to the College. Please change "Cost per Program" to "Cost per Student" in Section 6.1 Price Proposal Form. |
| 15 | Will any payments from the college be via credit card? Should we include any credit card fees in the budget? | Purchase orders will be issued for the services and payment will be made by check. |
| 16 | Proposals shall be certified..." Page 1. What kind of certification is required for submission? | Self-certification. |
| 17 | At this time, we are proposing Fall/Spring programming - weekly after school | Yes, for spring and fall these are options. |

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| | programming. We are not looking at week-long Summer camp style offerings. Are you accepting proposals for Fall/Spring programs? | |
| 18 | If there are more students than the minimum listed, that means that there is a difference between the advertised enrollment and the amount of dollars collected. Where does that profit go? Is that profit for Montgomery College, shared with the vendor, or is that vendor profit? (For example, the vendor proposes a course for \$50. The proposal has a minimum of 5 students. The cost per student is \$10. Suppose 8 students register. There would be \$80 coming in - that is \$30 over the proposed \$50. Where does the \$30 go? That was what this question was asking. Yes, I realize there are additional fees associated with the courses, but I use these numbers for simplicity in asking the question.) | The vendor is paid per student. The vendor can determine the minimum number of students in the class. The additional revenue generated is the College's. For example. If the vendor charges \$10 per student and 5 students register, they are paid \$50. If 8 students register, they are paid \$80. |
| 19 | Our firm would be the Offeror, but we are a company that does not perform any specific duties, like teaching the classes. Our firm also has no employees. We only work with Independent Contractors as our Teaching Artists. How does that work in this instance? Are the Independent Contractors, the teachers, considered subcontractors? | Your question is about subcontractor vs independent contractor. What differentiate between Subcontractor and Independent contractor is a difference in an employment relationship with a laborer. Independent contractors are employed and paid directly by the employer while subcontractors are employed by an independent contractor and are paid by them. In this case, if your company is to hire an independent contractor who is not your firm's employee, this independent contractor is your firm's subcontractor. The College expects to see both the qualifications, experience and references of your firm and your subcontractor(s) included in the technical proposal submission. |

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

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SECTION 6 – PRICE PROPOSAL FORM (Revised on 7/7/2021)

6.1 Offeror shall outline fully burdened fees including all direct, indirect, general and administrative costs associated with providing the services. Provide the Program Category specified in Section 2 (such as Robotics, Writing etc.), Program Type, Cost per Student, and Minimum/Maximum Number of Students. Add additional lines if needed.

| Line Item | Program Category | Program Type (Indicate whether Year-Round/ Spring/Summer/Fall) | Cost Per Student | Minimum and Maximum Number of Students Enrolled |
|-----------|------------------|--|------------------|---|
| 1 | | | \$ | |
| 2 | | | \$ | |
| 3 | | | \$ | |
| 4 | | | \$ | |
| 5 | | | \$ | |
| 6 | | | \$ | |
| 7 | | | \$ | |
| 8 | | | \$ | |
| 9 | | | \$ | |
| 10 | | | | |

6.2 Any other fees to deliver the services for the direction of the contract if applicable

A. Program Supplies

| Program Category | Supplies Description | Cost of Supplies |
|------------------|----------------------|------------------|
| | | |
| | | |
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B. Program Equipment

| Program Category | Equipment Description | Cost of Equipment |
|------------------|-----------------------|-------------------|
| | | |
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SECTION 6 – PRICE PROPOSAL FORM (Revised on 7/7/2021)

C. Others

| Program Category | Descriptions | Cost/Program |
|------------------|--------------|--------------|
| | | |
| | | |
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| | | |
| | | |

6.3 Fees for optional services provided by the Offeror not specifically outlined in the Scope of Work (Value Added Services. Refer to Section 2)

| Line item | Program Name | Program Type (Indicate whether Year-Round/ Spring/Summer/Fall) | Cost Per Program | Minimum and Maximum of Students Enrolled |
|-----------|--------------|--|------------------|--|
| 1 | | | \$ | |
| 2 | | | \$ | |
| 3 | | | \$ | |
| 4 | | | \$ | |
| 5 | | | \$ | |
| 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.

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 RFP specifications, stipulations, and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

 Company Name Name

 Title Authorized Signature and Date



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO.: E421-007

YOUTH PROGRAMMING

All proposals **MUST BE RECEIVED** electronically by **3:00 PM** Eastern Daylight Time (EDT) on **July 16, 2021**.

Proposals must remain firm for **120 DAYS AFTER PROPOSAL CLOSING DATE, BUT PRIOR TO CONTRACT AWARD**.

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

Minority vendors are encouraged to respond to this solicitation.

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

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

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Offerors who 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 Proposal/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College Youth Programs with youth programming 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 Offerors to whom the contract is awarded will be referred to as the “Contractors.”

1.2 Electronic Proposal Submission Due Date and Time

The following electronic bid submission requirements supersede the delivery of bids and bid signature requirements language in Attachment G: General Conditions and Instructions.

Bid responses shall be submitted electronically, to vendor.proposals@montgomerycollege.edu, in a single PDF file attachment, **by 3:00 p.m. Eastern Daylight Time on July 16, 2021.** The subject line of the email must include “Response to RFP No.: E421-007 Youth Programming”. Any proposals received at the above email address after submittal deadline, will be automatically rejected. Proposals sent to email address other than the above specified will NOT be accepted.

In addition to the electronic proposal submission, one original hardcopy of the completed response must be mailed/delivered to the address below and identified as such. Please mark the name of the Offeror, Proposal number, title, closing date and time on the outside of the proposal package. The hard copy proposal must be received by the College no later than **ten (10) business days** after the opening date and prior to contract award.

Montgomery College
Central Receiving Office
Attn: Office of Procurement
7602 Standish Place
Derwood, Maryland 20855

The College Central Receiving Office is currently operating from 10:00 a.m. to 2:00 p.m., Monday through Friday, except for College holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

Proposals shall be certified, signed, and dated by a bona-fide agent of the Offeror, and include minority classification, if applicable. Failure to include all required submittals may render the proposal nonresponsive. The College will reject any offer without an authorized signature.

To be considered, all bid responses must be submitted in the manner set forth in this RFB. All bids received shall become the property of the College. In submitting a response to this RFB, an Offeror shall be deemed to have agreed to all terms and conditions. In the event that the College is closed on the opening date due to an unforeseen circumstance, the proposal will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.3 Contact Information

Any request of clarification about this solicitation shall be directed via email to Yu (Judy) Zhu, Purchasing Manager at yu.zhu@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this Proposal. All inquiries and questions must be submitted in writing via email and received **no later than 5:00 p.m. on June 18, 2021**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum if it deemed necessary. No questions will be accepted after this date.

1.4 Addenda

If it becomes necessary, the College will issue an addendum or addenda to all prospective Offerors known to have received the document. 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.

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 in that category.

1.6 Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment G, 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 Form (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** from current or former customers that are capable of confirming the Offeror's experience in providing the same or similar level of services within the **past five years**. References from other higher education institutions or government agencies are preferred but not required. 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. Offeror's current and former experience with the College Youth Program is highly valued and can be cited as one reference. The College

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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 Offerors 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 any selected Offeror desires to subcontract part of the services specified herein, the Offeror 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 Offeror 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.

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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.12 Required Submittal List

See Section 3 Proposal Submission.

1.13 Failure to Submit

Failure to provide any of the required submission items 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.

1.15 Contract Award

It is the College's intention to make awards in the best interest of the College to **one or more highest scored responsible and responsive Offeror(s) for each program category**, who can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offerors will be based on Offeror's qualifications, competitive pricing, and references. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part. The award is subject to approval by the College Board of Trustees at its September meeting, in accordance with the College Procurement Policy and Procedures.

1.16 Contract Documents

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

1.17 Contract Term

The initial term of this contract will be for one year the date of award. At the sole Option of the College, the contract may be renewed up to four (4) additional one-year terms, provided service has been satisfactory, funding is available, and renewals are in the best interest of the College.

1.18 Insurance Requirements

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within **seven (7) days** of notice of award.

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

Workers compensation Insurance covering the Contractor's employees as required by Maryland State law with the following minimum limits:

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

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

Bodily Injury and Property Damage:

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

-Contractual Liability – Premises and Operations

-Independent Contractors

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

Bodily Injury: \$100,000 each person

\$300,000 each occurrence

Property Damage: \$300,000 each occurrence

Abuse and Molestation

Insured status and certificate of insurance showing Abuse and Molestation coverage of at least \$1,000,000.00.

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

1.19 Certificate of Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. E421-007**.

1.20 Termination of Insurance

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

1.21 Contract Modification

The College reserves the right to increase or delete any scheduled program, and/or increase or reduce the quantity of any scheduled program as deemed necessary, and to make other changes and modifications consistent with the College policies and applicable local, State and Federal Laws.

1.22 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.

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1.23 Contract Deadlines and Failure to Deliver

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

1.24 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, if applicable. All true and correct invoices must be emailed to the Montgomery College Youth Programs at YouthProgramDirector@montgomerycollege.edu. Reviewed and verified invoices will be forwards to the Accounts Payable Office.

1.25 Contract 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 immediately from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract for default.

1.26 Advertising

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

1.27 Ownership of Documents and Information

All files, disks, photographs, etc., which are prepared by the successful Contractor and form a part of its services, shall remain the property of Contractor and Contractor shall have sole responsibility for such documents and information. The successful Contractor is responsible for the protection and/or replacement of any original documents in its possession. All editorial materials, including but not limited to original copy, artwork, disks, photographs, proofs, corrected proofs, or CDs, etc. that are provided by the College are the property of the College and must be returned following the completion of the contract. Original artwork, photographs, and copy of the College may not be altered by the Contractor without the written approval of the College. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information for the use of the College in order to allow for the completion of the program. The College shall promptly return such media and information upon completion of the program. Any student or participant work shall be the property of the College, or, at the election of the College, the student or participant.

1.28 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 Contractor shall not publish or use any

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information about the contract in any format or media for advertising or publicity without prior written consent from the College.

1.29 Offeror's Proprietary and Confidential Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Offerors must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary". Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the Maryland Public Information Act. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Bidder may still require public disclosure.

1.30 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 vendors.

1.31 Non-Exclusive Contract

The resulting contract is not exclusive. The College reserves the right to select other contractors to provide Services similar to the Services described in the contract during the contract period.

1.32 Independent Contractor

At all times the Contractor shall perform its works as an independent contractor and not as an employee of the College. As an independent contractor, the successful Offeror shall be solely responsible for any insurance protecting it and its employees, including but not limited to general comprehensive liability, worker's compensation as required by the College. It is understood and agreed that Contractor is considered to be an independent contractor and shall not be considered as an agent of the College nor shall any employee or agent of Contractor be considered sub-agents of the College. Nothing in this Agreement shall be construed as constituting a partnership, joint venture, or agency between the College and Contractor. No acts performed or representations by the Contractor, whether oral or written, with respect to third parties shall be binding on the College. Contractor agrees to make all required tax filings and withholdings based on Contractor's independent contractor status, and further agrees to fully indemnify and hold harmless the College in the event that the College is later found liable for any lack of filings or withholdings because the independent contractor status is not accepted by the taxing authority or the Contractor fails to meet all filing and withholding responsibilities.

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1.33 Assurance of Non-Conviction of Bribery

Consultant hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees are directly involved in obtaining contracts.

1.34 Performance Standards

Consultant agrees to perform the services specified under this Agreement with that standard of care, skill and diligence are normally provided by a professional organization in the performance of such services.

1.35 Non-Hiring of Employees

No employees of the College or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this Agreement shall, while being employed, become or be an employee of Consultant.

1.36 Resilient MC

Montgomery College COVID policy is available at the College Resilient MC website at <https://www.montgomerycollege.edu/resilient-mc/index.html>. Contractor(s) will be expected to be familiar with the College policy for working on campus and complying with all College COVID policies and practices.

1.37 Maryland Law

This contract shall be construed and interpreted according to Maryland law.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 50,000 students each year, through credit and noncredit programs, at campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, and at off-campus sites throughout Montgomery County.

The Office of Workforce Development & Continuing Education (WDCE) offers noncredit classes year-round at dozens of sites throughout Montgomery County, including Youth Programs. The Youth Programs offers year-round, spring, summer and fall classes to children grades kindergarten through 12th grade primarily on the College's three campuses located at Germantown, Rockville, and Takoma Park/Silver Spring. These classes are designed to support students academically, to explore new topics of interest and possible career options, and to develop social and study skills. The program operates year-round with more than 1,000 students annually.

During the fall and spring semesters, the College typically offers after-school programs, weekend programs, one-day program (weekend) and school holiday programs. During the summer, classes are typically scheduled between the hours of 9:00 am - 4:00 pm or any fraction thereof. Classes are both online and in-person. During the fall and spring semesters, Youth Programs offers approximately 40 classes with one or more sessions each. During the summer, Youth Programs offers approximately 175 individual camps, each with one or more sessions. The College has long been hailed as an 'Excellent Place to Work' and was recognized with the 2013 Workplace Excellence Seal of Approval, the Health and Wellness Trailblazer Award, the EcoLeadership Award, and the Diversity Champion Award from the Alliance for Workplace Excellence.

2.2 Scope of Services

2.2.1 With guidance and input from Montgomery College Youth Programs, Contractors prepare well-organized, safe, fun-filled and developmentally appropriate courses for children ages 5-18 in any or all of the subjects listed below. All courses must include a course description, lesson plans, materials list, age group, number of hours, length (days) of course and instruction method.

- Arts (including but not limited to):
 - Dance
 - Drama
 - Theatre
 - Music
 - Photography
 - Fine Arts
 - Digital Arts
 - Interior Design
- Etiquette/Manners
- Magic/Clowning
- Games (indoor)
- Computer Technology, including Coding
- World Languages, including American Sign Language

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- Pet Care
- Robotics
- Science
- Technology
- Engineering
- Mathematics
- History/Social Sciences
- Self-Management
- Study Skills
- Culinary Skills
- College Readiness
- Social Skills
- Entrepreneurship
- Reading
- Writing
- Architecture
- Psychology
- Sociology
- Automotive
- Construction Arts
- STEAM (Science, Technology, Engineering, Arts, Math)

2.2.2 Additional Value Add Offering

Offerors can include additional services, not included in the above, that are relevant and might add value to the overall objectives of this work. Associated pricing shall be submitted in a separate envelope and titled “VALUE ADD PRICING”.

2.3 Licensing Requirements

Montgomery College Youth Programs is licensed by the Maryland Department of Health (MDH) for the summer programs. This license is not transferrable to Contractors. Before a contract pursuant to this RFP is executed, successful Offerors must hold all necessary, applicable licenses required per COMAR 10.16.06.02B(39)(a) and must file the appropriate application to MDH in a timely manner after the contract award. The College will provide required documentation related to College operations, such as building safety and child records. The Contractor must provide information including but not limited to insurance, curriculum, staffing qualifications and criminal background clearances. The Contractor’s license issued by MDH is also not transferable to other operations unrelated to Montgomery College. All required licenses shall remain active and valid during the entire duration of the subsequent contract. The College may require any or all Contractors to submit evidence of proper licensure.

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2.4 Qualifications Requirements

2.4.1 Part I

- Explain the philosophy, goals and objectives of the company's services. Include strategy for accomplishing the proposed scope of service.
- Indicate when the Contractor is available to operate (year-round, spring, summer, fall).
- Indicate if the company is available for one-time events, such as a weekend event during the fall and/or spring.
- Offerors may propose one or more types of activities in multiple categories.
- Submit evidence of insurance policies in accordance with College and State standards.
- All information on the appropriate Pricing Form must be completed. Include justification for the cost of the program(s) and adequate data to establish the reasonableness of the proposed rate, such as price comparison for comparable services.

2.4.2 Part II

For the items listed below, certify that the organization has and will be able to accomplish the following. Please explain how this was accomplished in the past and how it will be accomplished if awarded the contract.

- Staffing:
 - Recruit, hire, and supervise, evaluate, and financially compensate (as appropriate) qualified adult staff.
 - Provide experienced adult instructional staff, paid or volunteer. The successful Offeror(s) is requested to attach copies of any certifications and/or licensure (if applicable) in the activity being taught to their technical proposal.
 - All members of the instructional staff, paid or volunteer, who have the responsibility of instructing, facilitation or operating one or more of these programs must be 18 years of age or older. If a staff member, paid or volunteer, under the age of 18 is instructing, facilitating or operating one or more of the program sessions then an adult staff member (and/ or volunteer) shall be present at the site of the activity with the under aged staff member for the duration of the program session.
 - Approved and certified First Aid and CPR required (full online training not approved). Must be willing to assist as needed.
 - Provide support for instructional staff, paid or volunteer, to:
 - Provide participants with the opportunity to develop skills and/or maintain proficiency in their selected program(s).
 - Cultivate cooperation and encourage participants to help each other. Think and act safely at all times.
 - Show kindness and patience to every student.
 - Advise the Youth Program Office (YPO) and parents or legal guardians when any behavior problem has been observed and work calmly, patiently and attentively with the YPO and parents to resolve the problem.
 - Provide a safe environment at all times for participants and staff.
 - Provide positive encouragement to every student.

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- For camps, the successful Offeror(s) and staff, paid or volunteer, must:
 - Provide instructions for specific activities as defined and required by Maryland State licensing regulations.
 - Meet minimum training standards.
 - Comply with American with Disabilities Act (ADA) regulations.
- Submit National Criminal and Child Protective Services (CPS) background record checks for all employees or volunteers who work with the College registered participants as required by the State of Maryland per COMAR 10.16.06.21. Provide any updates to the College as to instructor status regarding updates to CPS and criminal background clearances if received and replace instructors should there be any issue with their ability/eligibility to work with minors.
- Submit required health forms for all employees or volunteers as required by Maryland State regulation (COMAR 10.16.07.09).
- Identify proposed instructional personnel (paid or volunteer), including *résumé*, skill levels and any certifications, and identify the programs they would teach. Include instructor job descriptions and qualifications for staff to be hired at a future date.
- Be available to College personnel during the regular business hours of 8:30 am-5:00 pm EST/EDT, or any hours of operation of courses provided. Respond to communications within 24 hours.
- Supervision
 - Provide a reasonable number of adult instructors, paid or volunteer, to participants to maintain safe ratios (in-person minimum of 1:15, preferred 1:10).
 - In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until the appropriate College staff person determines it is safe to disperse.
- Materials and Equipment
 - Where applicable, provide equipment necessary to conduct the program.
 - The storage of any equipment, supplies, materials, storage units, personal property and tools are the sole responsibility of the contractor(s). Any such storage privileges are to be in agreement with, and are at the discretion of, the College staff. The College shall not be held responsible for any cost of the Contractor's property in storage due to loss, damage, theft, facility maintenance, location of the stored property, vandalism force majeure and/or any unforeseen circumstances.
- Participants
 - The Offerors must identify minimum and maximum enrollment levels for College participants. The successful Offeror may not reduce the minimum number of participant spaces available to the College in a program without written permission from the appropriate College staff person. The College, upon written request from the successful Offeror(s), may agree to reduce the minimum number of participant spaces. The successful Offerors(s) may increase the maximum number of spaces available to the College at any time with College approval.

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- Where applicable, participants shall not be required by the College to pay additional fees beyond the advertised tuition and fees to complete the program as listed in the appropriate College publication.
- Program
 - Describe methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, please address the accommodations provided. Attach lesson plans for proposed instruction. If more than one type of program is proposed, include method of instruction descriptions and lesson plans for each type of program.
 - Describe how the company will provide reasonable accommodations for individuals with special needs as outlined in the Americans with Disabilities Act.
 - Provide any documentation that details your company's safety precaution procedures.
 - Describe behavior management policy for youth.
 - Submit written descriptions of the proposed programs appropriate for a brochure. These short one paragraph notices contain a general description of the curriculum, and any special information that the student must know to prepare for the program. The College can modify a program's description so as to accommodate other Contractors or College programs with the same program title and/or to meet restrictions and requirements for the College's marketing department. Program titles shall be consistent with those listed in the Contractor's proposal.
 - Agree that a copy of the program offerings must be submitted in advance of the publication production deadline. The College shall provide the Contractor(s) a copy of the College production schedule, when applicable, at least one month in advance of the deadline date. Program offerings shall fall within the window of time listed on the schedule. Any offerings received after the deadline date will not be included in the application publication.
 - Oversee the daily operations of the program in accordance with the awarded contract.
 - Includes: maintaining attendance records
 - Provide written records concerning program activity.
- Upon request, submit reports that will be used to monitor the involvement of College registered participants. Reports must be current prior to any renewals or changes in the contract. The College may institute such monitoring activities as needed to ensure that the requirements of contract are being met.

2.5 Desired/Preferred Qualifications

Demonstrated success in offering youth programs during the last five years.

- Experience working with higher education institutions in general and community colleges in particular.
- Provide three business or individual references with company or individual name, address, contact person and contact's contact information.
- As evidence of successful prior experience, please attach any business brochures, advertisements, letters of commendation, awards and/or customer evaluations from current or previous clients, students and/or parents of students that demonstrate success with similar programs.

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- Identify proposed instructional personnel (paid or volunteer), including resumes, skill levels and any certifications, and identify the programs they would teach. Include instructor job descriptions and qualifications for staff to be hired at a future date.
- Provide any other information that you would like to include in your Technical Proposal.

2.6 College's Responsibilities

The College will provide the needed facilities and services necessary to offer instruction. The College will also be responsible for the administration and maintenance of all registration data.

Other responsibilities of the College include:

- To work with the Contractor and provide documentation to support the Contractor's status as a camp at Montgomery College as required by the State of Maryland
- To meet with all instructors prior to the start of the course.
- To publicize the courses offered by the Contractor at Montgomery College on the College's Youth Program website, in at least one College's printed brochure, and in an email distribution.
- To provide the instructor a registration class list of students.
- To contact students in case of course cancellation because of under enrollment.
- To provide Contractor with registration materials upon execution of this agreement.

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SECTION 3 – PROPOSAL SUBMISSION

3.1 Electronic Proposal Submission

The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment G: General Conditions and Instructions.

All Offerors' proposals must be submitted electronically, to vendor.proposals@montgomerycollege.edu via one email, in two separate PDF file attachments, by 3:00 p.m. Eastern Daylight Time (EDT), on **July 16, 2021**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to RFP No. E421-007, Youth Programming".

Any proposals received at the above email address after the EST submittal deadline will be automatically rejected. **It is Offeror's sole responsibility to ensure the complete electronic submission is securely delivered and received by the College Procurement Office.**

In addition to the electronic bid proposal submission, one original hardcopy of the completed bid response must be mailed/delivered to the address below and identified as such. Please mark the name of the Bidder, Bid number, title, closing date and time outside of bid package. Hard copy bid response must be received by the College, within ten (10) business days of above-referenced electronic submittal deadline date.

Montgomery College
Central Receiving Office
Attn: Procurement
7602 Standish Place
Derwood, Maryland 20855

The College Central Receiving Office is currently operating from 10:00 a.m. to 2:00 p.m., Monday through Friday, except for College holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

Proposals shall be certified, signed, and dated by a bona-fide agent of the Offeror, and include minority classification, if applicable.

Failure to include all required submittals may render the Proposal non-responsive. The College will reject any offer without an authorized signature.

To be considered, all responses must be submitted in the manner set forth in this RFP. All proposals received shall become the property of the College. In submitting a response to this RFP, an Offeror shall be deemed to have agreed to all terms and conditions.

In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

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3.2 Required Proposal Submittals

Offerors may submit proposals for one or more types of activities in multiple categories. If an Offeror wishes to be considered by more than one types of activities in multiple categories, please include the submission in one complete proposal. Do not submit individual, separate proposals for each program category.

3.2.1 A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

3.2.2 Technical Proposal

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

Technical Proposal must include the following items organized in the following manner:

- 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.
- Technical Proposal Form (Section 5)
- Offeror's Qualification Statement including all requirements contained (Attachment B)
- Value added offering and any other documents and/or information per Section 2, if not listed above.
- List of Subcontractors, if applicable
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.
- References (Attachment A)
- No Licensing Transferrable Form (Attachment C)
- Conflict of Interest Form (Attachment D)
- Certification regarding Background Check and Other Responsibilities (Attachment E)
- Acknowledgement of Receipt of Addenda (if applicable).

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- Any exceptions/Deviation to the requirements of the RFP documents
- Mid Atlantic Purchasing Team Rider Clause (optional, Attachment H)

3.2.3 Price Proposal

Offerors must use the Price Proposal Form provided in the RFP for submission. The price(s) offered on the Price Proposal must include all charges and 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.

3.2.4 Failure to include any of the above items may cause the response to be deemed non-responsive.

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SECTION 4 – PROPOSAL EVALUATION AND AWARDS

4.1 Evaluation Process

The proposal evaluation includes both Technical Proposal and Price Proposal Evaluation.

Technical Proposals will be opened first at the date and time advised in the RFP documents and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements. Those proposals which do not clearly respond to the technical proposal submission requirements may be rejected at the sole discretion of the College. Those technical 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.

Upon completion of the Technical Proposal evaluation, Price Proposals from only those Offerors deemed qualified, will then be opened and reviewed for responsiveness and completeness. Price Proposals from those Offerors deemed not qualified by the College after the review of the Technical Proposals will not be opened.

The Offeror's Price Proposal with the lowest aggregate total unit price of Section 6.1 and Section 6.2 will be awarded in each category/activity the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal. The Price Proposal score will be added to the Technical Proposal score for a combined total evaluation score. The Offerors in each category/activity achieving the highest combined score will be recommended for contract award.

4.2 Evaluation Criteria

All complete and responsive proposals will be scored based on the following criteria and weighting.

4.2.1 Technical Proposal (80% of total maximum score)

- Organizational history, capacity and relevant experience
- Qualification, experience and competence of proposed instructors and paid volunteers
- Programmatic details
- Program administration
- Any value added services if applicable

4.2.2 Price Proposal - Fee Proposal and Cost Narrative (20% of total maximum score)

Fee Proposal and Cost Narrative from only those Offerors deemed qualified will be opened and reviewed. Offeror will outline (1) fully burdened fees including all direct, indirect, general and administrative costs associated with the providing the services; (2) any other discounts or other fees to deliver the services for the duration of the resulting contract and (3) fees for optional services proposed by the Offeror not specifically outlined in the scope of work, if applicable. The College reserves the right to negotiate the pricing, if it is determined to be in the best interest of the College to do so.

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SECTION 4 – PROPOSAL EVALUATION AND AWARDS

4.3 Award

One or more awards will be made in the best interest of the College to the highest evaluated, most responsive, responsible Offerors in each program category/activities, who can meet or exceed all RFP terms, conditions, and scope of work/services of this solicitation. The College reserves the right to negotiate the pricing, if it is determined to be in the best interest of the College to do so. The award is subject to the College's Board approval in accordance with the College's procurement policy and procedures.

4.4 Rejection of Proposal

The College reserves the right to exercise the following actions at its sole discretion:

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

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SECTION 5 - TECHNICAL PROPOSAL FORM

To: Montgomery College

Re: **RFP No.: E421-007**
Youth Programming

Attn.: Procurement Office
 Montgomery College
 9221 Corporate Boulevard
 Rockville, Maryland 20850

From: _____
 (Provide Your Company's Name)

Program Category: (Check one or more applicable program category)

| | | | | | | | |
|--------------------------|--|---------------------------------------|--|--------------------------------------|--------------------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Arts (Please indicate applicable arts program) | | | | | | |
| | <input type="checkbox"/> Dance | <input type="checkbox"/> Drama | <input type="checkbox"/> Theatre | <input type="checkbox"/> Music | <input type="checkbox"/> Photography | | |
| | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Digital Arts | <input type="checkbox"/> Interior Design | <input type="checkbox"/> Other _____ | | | |
| <input type="checkbox"/> | Etiquette/Manners | <input type="checkbox"/> | Magic/Clowning | <input type="checkbox"/> | Games (indoor) | <input type="checkbox"/> | Computer Technology Including Coding |
| <input type="checkbox"/> | World Languages including American Sign Language | <input type="checkbox"/> | Pet Care | <input type="checkbox"/> | Robotics | <input type="checkbox"/> | Science |
| <input type="checkbox"/> | Technology | <input type="checkbox"/> | Engineering | <input type="checkbox"/> | Mathematics | <input type="checkbox"/> | History/Social Sciences |
| <input type="checkbox"/> | Self-Management | <input type="checkbox"/> | Study Skills | <input type="checkbox"/> | Culinary Skills | <input type="checkbox"/> | College Readiness |
| <input type="checkbox"/> | Social Skills | <input type="checkbox"/> | Entrepreneurship | <input type="checkbox"/> | Reading | <input type="checkbox"/> | Writing |
| <input type="checkbox"/> | Architecture | <input type="checkbox"/> | Psychology | <input type="checkbox"/> | Sociology | <input type="checkbox"/> | Automotive |
| <input type="checkbox"/> | Construction Arts | <input type="checkbox"/> | STEAM | <input type="checkbox"/> | Other _____ | | |

The above named Offeror is a _____ (Type of business organization) organized and existing under the laws of the State of doing business as: _____
 (Insert name of partnership, corporation, joint venture or individual as applicable).

PART 1 - All proposals must be submitted electronically. Contractor must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include "Offeror Response to RFP No. E421-007, Youth Programming". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address after the submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

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In addition to the electronic submission, one original hard copy of Technical Proposal and Price Proposal shall be submitted and delivered to: Montgomery College Central Receiving Office, Attn.: Office of Procurement, 7602 Standish Place, Derwood, Maryland 20855. See detailed submittal requirements in Section 3 Proposal Submission.

PART 2 - Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions required by this RFP document will make the proposal non-responsive and be grounds for rejection of the entire proposal. **Conditional proposals will not be accepted.**

PART 3 - Offeror acknowledges receipt of the following Addenda:

| | |
|--------------|------------|
| Number _____ | Date _____ |
| Number _____ | Date _____ |
| Number _____ | Date _____ |
| Number _____ | Date _____ |
| Number _____ | Date _____ |

PART 4 - The Offeror proposes to provide all of the necessary labor, materials, equipment, and insurance for Youth Programming on an as needed basis as specified in the Request for Proposal documents. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contracts. All Youth Programming services shall be done in accordance with the terms of this Request for Proposal. The Offeror is reasonably expected, given the existing conditions and required services, to respond to the service requests without delay.

PART 5 - Technical Proposal Submittal Attachments

Technical Proposal Form and all Attachments include:

- A. Transmittal letter
- B. Offeror’s Qualification Statement, including but not limited to Offeror’s company information, firm’s and proposed personnel’s qualification, competence, and relevant experience (including all required attachments) (Attachment B).
- C. Offeror’s Value Added Offering and other additional information/documents per Section 2, if not listed above.
- D. List of subcontractors, if applicable.
- E. References (Attachment A).
- F. No Licensing Transferable Form (Attachment C).

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- G. Conflict of Interest Statement (Attachment D).
- H. Certification regarding Background Check and other Responsibilities (Attachment E)
- I. Acknowledgement of Receipt of Addenda, if applicable
- J. Any exceptions/Deviations to the Montgomery College to the RFP, if applicable
- K. Mid-Atlantic Purchasing Team Rider Clause (optional submission; Attachment H)

PART 6 - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

PART 7 - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

PART 8 - SIGNATURES:

_____ (Date) _____ (Company Name)

_____ (Address)

_____ (Telephone Number)

_____ (Facsimile Number)

By: _____ (Authorized Agent & Title (Print))

SEAL IF A CORPORATION _____ (Signature)

_____ (F.E.I.N.)

_____ (Contact E-mail Address)

BE SURE TO SIGN YOUR PROPOSAL

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SECTION 6 – PRICE PROPOSAL FORM

6.1 Offeror shall outline fully burdened fees including all direct, indirect, general and administrative costs associated with providing the services. Provide the Program Category specified in Section 2 (such as Robotics, Writing etc.), Program Type, Fixed Firm Cost per Program, and Minimum/Maximum Number of Students. Add additional lines if needed.

| Line item | Program Category | Program Type (Indicate whether Year-Round/ Spring/Summer/Fall) | Cost Per Program | Minimum and Maximum Number of Students Enrolled |
|-----------|------------------|--|------------------|---|
| 1 | | | \$ | |
| 2 | | | \$ | |
| 3 | | | \$ | |
| 4 | | | \$ | |
| 5 | | | \$ | |
| 6 | | | \$ | |
| 7 | | | \$ | |
| 8 | | | \$ | |
| 9 | | | \$ | |
| 10 | | | | |

6.2 Any other fees to deliver the services for the direction of the contract if applicable

A. Program Supplies

| Program Category | Supplies Description | Cost of Supplies |
|------------------|----------------------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

B. Program Equipment

| Program Category | Equipment Description | Cost of Equipment |
|------------------|-----------------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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SECTION 6 – PRICE PROPOSAL FORM

C. Others

| Program Category | Descriptions | Cost/Program |
|------------------|--------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

6.3 Fees for optional services provided by the Offeror not specifically outlined in the Scope of Work (Value Added Services. Refer to Section 2)

| Line item | Program Name | Program Type (Indicate whether Year-Round/ Spring/Summer/Fall) | Cost Per Program | Minimum and Maximum of Students Enrolled |
|-----------|--------------|--|------------------|--|
| 1 | | | \$ | |
| 2 | | | \$ | |
| 3 | | | \$ | |
| 4 | | | \$ | |
| 5 | | | \$ | |
| 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.

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 RFP specifications, stipulations, and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT A – REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – QUALIFICATION STATEMENT

QUALIFICATION STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Information provided in this statement is for the express purpose of assisting Montgomery College in its assessment of the Offeror’s suitability for providing services as a General Contractor for the referenced project. Use separate pages attached to this form when needed.

SUBMITTED TO: Office of Procurement
MONTGOMERY COLLEGE
9221 Corporate Blvd.
Rockville, Maryland 20850

SUBMITTED BY:

NAME & TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT PERSON’S EMAIL: _____

1. Please indicate type of business organization of the Offeror.

- Corporation
- Partnership
- Individual
- Joint Venture
- Other: _____

2. How many years has the firm been in business?

4. Has the firm ever operated under any other name?

- Yes
- No

If yes, list name(s), address(es), and years in existence:

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5. If the firm is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice President's name:

Current principle place of business:

6. If individual or partnership, answer the following:

Date of organization:

Names and addresses of all partners (state whether general or limited partnership):

Current principle place of business:

7. If other than corporation or partnership, describe organization and name principals and current principle place of business:

8. List the youth program services that your organization normally performs with its own forces:

9. Provide a copy of the Company's Maryland Business Registration Form and attach to the Qualification Statement.

10. Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why:

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- 15. For Offeror, including any sub-contractor(s), answer all of the following:**
- i. Explain the philosophy, goals and objectives of the company's services. Include strategy for accomplishing the proposed scope of service.

 - ii. What is the capacity of your firm to accomplish the specified youth program(s)?
 - (a) Indicate when the Offeror is available to operate (year-round/spring/summer/fall).

 - (b) Indicate if the Offeror is available for one-time events, such as a weekend event during the fall And/or spring.

 - (c) Provide your company's overall current workload, and anticipated work- load and assigning resources.

 - iii. Submit evidence of insurance policies in accordance with College and State standards.

 - iv. For the items listed below, certify that the organization has and will be able to accomplish the following. Please explain how they were accomplished in the past and how they will be accomplished if awarded the contract.
 - (a) Staffing:
 - ❖ Include a staffing plan, shown in the organization chart format. Explains how the Offeror will recruit, hire, and supervise, evaluate, and financially compensate (as appropriate) qualified adult staff.

 - ❖ Provide the proposed experienced adult instructional staff, paid or volunteer, including the resumes, education, skill levels, professional experience, certifications/licensure (if applicable) , length of time and identify in the programs would teach. In addition, indicate whether they have completed approved First Aid and CPR training (online training not approved).

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| Position Title | Name | Highest Education Completed | Relevant Experience (list) | Relevant Certifications/Licensure | First Aid and CRP Training |
|---------------------|------|-----------------------------|----------------------------|-----------------------------------|----------------------------|
| Instructional Staff | | | | | |
| Volunteer | | | | | |
| | | | | | |

- ❖ Proposed experienced adult instructional staff, paid or volunteer’s current workload and anticipated work load if awarded a contract for this need.

(b) Programs

- ❖ Describe methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, please address the accommodations provided. Attach lesson plans for proposed instruction. If more than one type of program is proposed, include method of instruction descriptions and lesson plans for each type of program.

- ❖ Describe how the company will provide reasonable accommodations for individuals with special needs as outlined in the Americans with Disabilities Act.

- ❖ Provide any documentation that details your company’s safety precaution procedures.

- ❖ Describe behavior management policy for youth.

- ❖ Submit written descriptions of the proposed programs appropriate for a brochure. These short one paragraph notices contain a general description of the curriculum, and any special information that the student must know to prepare for the program. The College can modify a program’s description so as to accommodate other Contractors or College programs with the same program title. Program titles shall be consistent with those listed in the Contractor’s proposal.

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- ❖ Describe how to oversee the daily operations of the program in accordance with the awarded contract. Includes maintaining attendance records and providing written records concerning program activity.

(c) Supervision

Provide proposed ratio of adult instructors, paid or volunteer, to participants, and Offerors availability for continuous supervision of the participants, in the event of extreme emergency.

(d) Materials and Equipment

Where applicable, list equipment, supplies, materials necessary and storage units to conduct the program.

(e) Participants

Identify minimum and maximum enrollment levels for College participants for each program category.

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18 Relevant Experience

Provide **three (3)** activities/program examples (either completed within the past **five (5)** years or ongoing) undertaken by the Offeror that can demonstrate Offeror’s abilities to successfully execute youth programs same as/similar to those listed in Scope of Services in this RFP. Include a minimum of three (3) projects located within the State of Maryland. The Offeror shall identify the name of the owner of the project, a knowledgeable point of contact, current email address, current telephone number, contract value of the Offeror’s scope of services, program site, types of program (year around/spring/summer/fall), days/hours of operation, averaged number of students served, as well as the name of the Offeror’s instructional personnel for the referenced programs. Any Offeror past experience with the College Youth Program is highly valued and can be counted.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

Signed

Type or Print Name

Title

Date

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ATTACHMENT C – NO LICENSING TRANSFERRABLE FORM

NO LICENSING TRANSFERRABLE FORM

The undersigned Offeror hereby:

1. Understands that Montgomery College Youth Programs is required to be licensed by the Maryland Department of Health (MDH) for the summer programs and this license is not transferrable to Contractors.
2. Confirms and agrees that Contractor may be required to be licensed per COMAR 10.16.06.02B(39)(a) and must file the appropriate application to MDH in a timely manner, if required.
3. Confirms and agrees that the Contractor’s license issued by MDH is also not transferable to other operations unrelated to Montgomery College.

| | |
|--------------|-------------------------------|
| Company Name | Name |
| Title | Authorized Signature and Date |

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ATTACHMENT D – CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee, or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date are NOT employed by Montgomery College.

| | |
|---------------|--|
| Company Name: | |
| Printed Name: | |
| Title: | |
| Signature: | |
| Date: | |

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ATTACHMENT E – CERTIFICATION REGARDING BACKGROUND CHECK AND OTHER RESPONSIBILITIES

CERTIFICATION REGARDING BACKGROUND CHECK AND OTHER RESPONSIBILITIES

The Offeror, Contractor, or Subcontractor, as appropriate, certifies all employees and volunteers who will be working with the College registered participants under the Contract will:

1. Submit National Criminal and Child Protective Services (CPS) background record checks, as required by the State of Maryland per COMAR 10.16.06.21. Provide any updates to the College as to instructor status regarding updates to CPS and criminal background clearances if received, and replace instructors should there be any issue with their ability/eligibility to work with minors.
2. Submit required health forms as required by Maryland State regulation (COMAR 10.16.07.09).
3. Comply with American with Disabilities Act (ADA) regulations.

I understand that I will be responsible for any cost associated with the above requirements under that Contract should it incur.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT F – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip Code

Title

| |
|---|
| Please return to: Montgomery Community College Office of Procurement 9221 Corporate Boulevard Rockville, Maryland 20850 |
|---|

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ATTACHMENT G - 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 Proposal. 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 Proposal at any time prior to the Proposal due date. If it becomes necessary to change or add to any part of this Proposal, the Procurement Officer will furnish an addendum to all prospective Offerors listed as having received a copy of this Proposal. 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 Proposal 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 Offeror 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 Offeror 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 Offeror 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 Proposal will be made to the lowest responsible Offeror conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Offeror and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A Proposal 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 Proposal evaluation. All discounts other than prompt payment are to be included in Proposal 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.

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ATTACHMENT G - GENERAL CONDITIONS AND INSTRUCTIONS

PROPOSAL AND PERFORMANCE SECURITY If Proposal security is required, a Proposal bond or cashier's check in the amount indicated on the Proposal cover must accompany each Proposal 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 Proposal security fails to accompany the Proposal, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be non-substantial. Such Proposal bonds or checks will be returned to all except the three (3) lowest Offerors within five (5) days after the opening of Proposals, and the remaining checks or Proposal bonds will be returned to all but successful Offeror(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the Proposal award, prior to award of contract. All Proposal bonds will be returned to the successful Offeror(s) within forty-eight (48) hours after receipt of the performance bond.

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

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Proposals 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 Offeror, 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 Proposal solicitation or to reject all Proposals 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 Proposal.

COMPLIANCE WITH LAWS Offeror 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 60-250.5.

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 Proposal 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 Offeror 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 Offeror, 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.

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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 Proposal, the Contractor's Proposal, 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 Proposal. The Contractor's contract form will be examined and evaluated along with the Contractor's Proposal 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 Proposal.

Failure of the Contractor to meet required deadlines.

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

Lack of College funding.

CONTRACTORS This Proposal 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 Proposal price for packaging, or for deposits or containers unless specified in the Proposal. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror 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.**

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

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.

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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 Offeror 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. Offeror 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 Offeror is responsible for visiting the site(s) prior to submitting a Proposal 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 Offeror, 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 Proposal, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

MARYLAND PUBLIC INFORMATION ACT Offeror 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. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

MINORITY PARTICIPATION Pursuant to Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and economically disadvantage individual" means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g. LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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NON-ASSIGNMENT AND SUBCONTRACTING Offeror 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 Offeror 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 Offeror and its personnel.

NON-COLLUSION Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the Proposal or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal price or price proposal of the Offeror or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive Proposal in connection with the contract for which the Proposal or offer is submitted.

NON-DISCRIMINATION Offeror 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. Offeror 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. Offeror 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 Contractor warrants that the information technology offered under this 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 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."

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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 Contractor guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Contractor 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 PROPOSAL Proposals submitted must be hand signed by an authorized agent of the company submitting the Proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the Proposal for clarification. Offerors 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 Offeror's place of business prior to award of contract to determine Offeror responsibility.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Request for Proposal 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 Offeror must provide at least three references from former or current clients who can confirm the Offeror'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 Offeror'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 Proposals 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 Proposal of any Offeror 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 Proposal. 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 Offeror agrees when submitting the Proposal that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same Proposal prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

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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 Proposal 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-Propose this contract if it is decided that performance is not within the specifications as set out.

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

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

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror 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. Offeror 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 Proposal, 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 Proposal 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:

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- 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror's sole expense.

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ATTACHMENT H - MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



MAPT Cooperative Rider Clause

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

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

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II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

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

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL
AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

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MWCOG Rider Clause
Approval Form
Sample

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

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

Participating Agency Name _____
Contact Person _____
Phone _____ Email Address _____

Solicitation/Contract Information:
Name Solicitation/Contract _____
Lead Agency/Contract Holder _____
Contact Person _____
Solicitation/Contract Number _____ Other Reference _____

Vendor Information:
Contractor Name _____
Address _____
City/State/Zip _____
Contact Person _____
Phone _____ Email Address _____

See questions on next page.

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

Participating Agency

Mid-Atlantic Purchasing Team

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Please return to purchasing@mwkog.org