

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE: JULY 27, 2020 @ 3:00 PM



ADDENDUM #1

Issued: 7/17/2020

ADDENDUM FOR THE PURPOSE OF:

- To extend the closing date from July 23, at 3:00 pm to **July 27, 2020 at 3:00 pm**
- To provide the attached questions & answers

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically (NEW)** by 3:00pm Eastern Standard Time on **July 27, 2020.**

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE: JULY 27, 2020 @ 3:00 PM

QUESTIONS AND ANSWERS-continued

Question 1: On page 12, section 3.8, companies that use cloud-based storage need to complete an associated questionnaire on security and privacy controls, Could you provide that questionnaire or will it be required only for the winning bid?

MC Response: Prior to contract award, the highest ranked bidder will be instructed to submit a completed VPAT (Accessibility Conformance Report) and their latest SOC2 report or complete a "lite" HECVAT questionnaire. See responses for question **8.6 & 12.7** for additional information and attachments.

Question 2: On page 16, section 5.3, the RFP states that in addition to the electronic submission, one original hard copy proposal is required. It says it must be received prior to contract award. Is this correct or should the hard copy be received prior to the electronic submission date of July 23?

MC Response: Offeror's proposal will not be rejected, if hardcopy is not submitted by the proposal submittal deadline; however, it must be submitted prior to contract award or sooner.

Question 3: Why is Montgomery College reviewing working with alternative providers from its current/previous vendor? Has the College asked Ethics questions before? If so, please can you share these?

MC Response: The College plans to collapse three separate surveys into one comprehensive survey. We are looking for a Contractor who is able to offer an all-inclusive solution.

MC Response: Ethics questions were asked in a separate survey by the College's Compliance, Risk and Ethics Office. We are looking to Offeror's to provide sample questions.

Question 4: The statement of work describes both conducting a survey (2.4.1) and analysis/strategic planning activities (2.4.2, 2.4.3), but the bulk of the proposal focuses on the survey. Please clarify:

1. What percentage of the project should focus on conducting the survey/basic reporting and what percentage on analysis and strategic planning support for the college?
MC Response: The College will collapse three previous surveys (employee engagement, diversity and inclusion & compliance) into one survey this year. Which will become the **College's annual survey**. Each phase is critical to its success. From the communication plan, development of the survey, reporting and analytics, recommendations after reviewing the data and implementation of recommendations – all to take place within the year 2020.
2. Do you anticipate that that all three activities in the scope of work should be accomplished in the first year or should we anticipate that translating findings into action items and strategic planning might be conducted in years 2 or 3? **MC Response:** See response under question #1.
3. Please clarify the activities for additional contract years. Is this an annual survey?
MC Response: See response under question #1.
4. Does the College have a budget range for this project?
MC Response: No.
5. Could you please provide a list of vendors who have expressed interest in this project and their contact information to facilitate MBE companies finding partners?
MC Response: That information is not currently available.
6. The RFP mentions a previous vendor. Please clarify: Is this a rebid of an existing contract?
MC Response: No
7. Who is the current vendor and will they be allowed to bid again?
MC Response: The last survey tool was provided by, Quantisoft LLC. Yes they are allowed to bid.

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE: JULY 27, 2020 @ 3:00 PM

QUESTIONS AND ANSWERS-continued

Question 5: Section 2.4.1.b “Provide survey instrument in a format where technology is not available for employee participation”. Can you provide an estimate of the number of employees out of your total population that this would apply to? It has cost implications and may influence our decision to participate further as we do not do heavy paper surveys any longer but can accommodate a small amount.

MC Response: Primarily it would be for Facilities – trades, grounds and building services area may not have access to technology. Of course there could be others we are not aware of, possibly thirty or less.

Question 6: Will the College be able to provide us a complete employee demographic file (we discussed this in our last presentation, we can provide a template and help you create) showing all employees and their related demographic questions i.e. department, manager ID, gender, age, etc..?

MC Response: Yes.

Question 7: We are unclear from our reading of the RFP whether the primary deliverable is an online survey with an automated survey tool such as Qualtrics with reporting functions and training on the tool (as per sections 3.3-3.5). Please clarify the expected product and role of the consultant in each year of the project.

MC Response: The deliverable is a survey, report with analytics, recommendations based on analytics, with a proposed implementation of recommendations. A debrief of survey results and recommendations are to be presented to senior leadership. Implementation by the College with guidance from consultants.

1. Does the College currently have a license for Qualtrics or its equivalent?

MC Response: No.

2. Will the County directly license from Qualtrics/equivalent for the duration of the project or is the consultant expected to do that?

MC Response: We do not have Qualtrics.

3. If a survey tool like Qualtrics is used to field the survey, is the College looking for training on the tool?

MC Response: See response #2

3. Please define the scope of the training. Who is it for? How many people will attend and over what timeframe? What is the scope of training content--i.e., use of the tool, reporting, etc.? Should we assume a relatively short virtual training or something more in-depth?

MC Response: Any required training needed to use the proposed survey tool.

Question 8: In 2.3, this is a clarification question for to total number of unique surveys that are being requested over the 5 year performance period. Under B) an employee engagement survey and college climate survey are mentioned; however, in 2.4.3, there are only 3 total understood over the 5 year performance period. Are these one in the same or two (2) separate surveys?

MC Response: Previously, we launched three separate surveys – employee engagement, diversity and inclusion, and compliance. This year the plan is to merge all three into one survey. It is expected that we continue with one survey in future, but this could change.

8.1 In 2.4 b. Can the alternative survey type be conducted via IVR, Paper or telephone call?

MC Response: Yes. A small population of employees may not have equipment such as laptops, personal computer, internet access, etc.

8.2 In 2.4.5 a., is there an anticipated average annual requests for these Ad hoc report requests?

MC Response: Not at this time.

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE: JULY 27, 2020 @ 3:00 PM

QUESTIONS AND ANSWERS-continued

8.3 In 3.3 b) you ask for a platform that can survey up to 2,500 employees. However, you state that you have 3,100 staff. Are Administrators exempt for taking the survey? If so, can you justify Montgomery College's reasoning for this exemption?

MC Response: Administrators will participate in the survey. Active employee numbers fluctuate depending on the time of year as well as attrition.

8.4 Will Montgomery College have multiple campuses taking part in the survey? If so, can you please provide each of their names and locations?

MC Response: We have three campuses – Rockville, Germantown and Takoma Park/Silver Spring, and numerous off-site locations.

8.5 In 3.5 4. , can training and/or application reference materials be web based searchable e-docs?

MC Response: Yes – web-based, e-docs, job aides, videos, etc.

8.6 In 3.8, there is a mention of an associated questionnaire on security and privacy controls and/or provide its latest SOC2 report. Can you share the Montgomery College IT Security questionnaire?

MC Response: The [HECVAT](#) is a questionnaire framework specifically designed for higher education to measure vendor risk. Before we purchase a third-party solution, we ask the solution provider to complete a HECVAT tool to confirm that information, data, and cybersecurity policies are in place to protect our sensitive institutional information and constituents' PII. A copy of the questionnaire is attached.

8.7 Could Montgomery College please provide the RFP as either a word document or an editable PDF? This would aid vendors greatly with completing associated forms.

MC Response: A word version can be obtained by contacting the purchasing agent noted in section 1.

Question 9: Would you extend the submission deadline from July 23, 2020 to July 30, 2020?

MC Response: The date has been extended to July 27, 2020 at 3:00 pm.

Question 10: Are there any restrictions or prohibitions regarding the geographic location of developers of the survey, the hosting of the (production) survey, the survey response data at rest or in motion?

MC Response: No.

Question 11: Will Montgomery College share previous survey results and questions to serve as a baseline for the contractor?

MC Response: Yes, at the appropriate time.

Question 12: Does Montgomery College have a survey technology deployed?

MC Response: In the past we have used Survey Monkey.

1. If so can you share what that technology is and confirm whether it is your desire to use that technology for this survey?

MC Response: No.

2. If not, do you have a preference for a hosted vs. on premise survey solution?

MC Response: Web-based hosted system is preferred.

12.1 In Appendix A, question 4, you indicate that another vendor has conducted previous surveys of Montgomery College.

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE: JULY 27, 2020 @ 3:00 PM

QUESTIONS AND ANSWERS-continued

1. Will the vendor who has conducted these surveys be participating in this RFP process?
MC Response: They are allowed to submit a proposal.
2. Please confirm the number of surveys and number of years that you have stored.
MC Response: That information is not available at this time. Surveys have been conducted by different offices throughout the years (HR, AA & EI, etc.)

12.2 2.4.1b: What is the preferred survey format when technology is not available?

MC Response: We are looking for the offeror to provide suggestions.

12.3 If paper, how do you plan on distributing the survey?

MC Response: Online and mailing if necessary.

12.4 2.4.2a: What data sources will be available to us to use?

1. Will Montgomery College be able to provide the following information employee information from its HR databases: department, job classification, union group, age, years of service, gender, ethnicity, etc.?

MC Response: Yes.

12.5 3.4.2: Please provide the hours during which real time assistance is to be provided Monday through Friday.

MC Response: 7:30 a.m. to 7:30 p.m. EST.

12.6 3.5.3: Please provide the number of system users that you anticipate will require training to gain access and operate the solution.

MC Response: We anticipate up to 2500 or more a bit more to participate in the survey.

12.7 3.7: Do you have an example of the VPAT accessibility conformance report template that you can share?

MC Response: The Voluntary Product Accessibility Template (VPAT) is a document which evaluates how accessible a particular product is according to the Section 508 Standards. It is a self-disclosing document produced by the vendor which details each aspect of the Section 508 requirements and how the product supports each criteria. To access the official VPAT forms use the link provided below.

<https://accessibility.oit.ncsu.edu/it-accessibility-at-nc-state/developers/accessibility-handbook/overview-understanding-the-nature-of-what-is-required-to-design-accessibly/voluntary-product-accessibility-template-vpat/>

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



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E521-001

RFP TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **JULY 23, 2020**.

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

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

**Patrick Johnson, MBA
Director of Procurement**

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

TABLE OF CONTENTS

TITLE	PAGE
SECTION 1 – PROPOSAL AND CONTRACT INFORMATION	1-7
SECTION 2 – BACKGROUND AND SCOPE OF WORK	8-10
SECTION 3 – QUALIFICATIONS AND REQUIREMENTS	11-12
SECTION 4 – PROPOSAL EVALUATION AND AWARD	13
SECTION 5 – PROPOSAL SUBMISSION	14-16
SECTION 6 – PRICE PROPOSAL	17
APPENDIX A – VENDOR QUESTIONNAIRE	18
APPENDIX B – SOFTWARE/SYSTEM REQUIREMENTS CHECKLIST	19
ATTACHMENT A: REFERENCES	20
ATTACHMENT B: CONTRACTOR INFORMATION FORM	21
ATTACHMENT C: NO BID RESPONSE	22
ATTACHMENT D: GENERAL CONDITIONS AND INSTRUCTIONS	23-29
ATTACHMENT E: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	30

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with an employee engagement solution, 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 “Offeror’s” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

1.2 (New) Electronic Bid Submittal Due Date

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

See **Section 5 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m., July 23, 2020** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Cherree Adams, Purchasing Manager**, via e-mail to cherree.adams@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 pm, July 16, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offeror’s known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offeror’s bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure/> and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

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

1.7 Submitted Pricing

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

1.8 References

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

1.9 Subcontractors

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

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

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

1.10.1.2 Offeror is financially stable.

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

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

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

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

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

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

1.13 Failure to Submit

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

1.14 Estimated Contract Quantities

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

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

1.16 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. 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 (1) **one** year from date of award. Beyond the initial term, at the sole option of the College, the contract may be renewed for two additional two-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.18 Contract Pricing

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

1.19 Contract Modification and Amendment

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 INSURANCE REQUIREMENTS

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within 10 days of notice of award.

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

Workers compensation Insurance covering the Contractor’s employees

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

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

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

Bodily Injury and Property Damage:

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

- Contractual Liability – Premises and Operations
- Independent Contractors

Comprehensive Automobile Liability - Providing bodily injury and property damage coverage for owned

Vehicles and non-owned vehicles with limits as follows:

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.21 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. **E521-001**. Current certificates must be provided to the College throughout the contract term.

1.22 Termination of Insurance

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

1.23 Contract Assignment

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

1.24 Contract Deadlines and Failure to Deliver

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

1.25 Contract Billing

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

1.26 Public Record and Proprietary Information

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.27 Confidentiality

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

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

1.28 Tobacco and E-Cigarette Policy

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 2 – BACKGROUND AND SCOPE OF WORK

2.1 Background

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

In 2018, The Chronicle of Higher Education ranked Montgomery College the most diverse community college in the continental United States. In addition, the efforts of the College's award winning faculty, staff, and administrators make Montgomery College the most relevant community college in the country. To meet the needs of our community – students, employers, economic development – we must recruit, retain, train and develop a workforce who is innovative and agile working towards the College's mission of empowering our students to change their lives, to enrich the life of our community, and be accountable for our results. Our vision is to be a national model of educational excellence, opportunity, and student success with an ability to be agile and relevant in meeting the dynamic challenges facing our students and community.

2.2 Objective

The objective of this Request for Proposal (RFP) is to partner with a full service highly qualified survey company, offering competitive pricing, who can provide a comprehensive employee engagement and college climate survey and develop a strategy that involves identifying pain points, establishing measurements, training leaders and recommending and implementing best practices.

2.3 General Scope of Services

The general scope of work will be an employee engagement survey instrument to include questions regarding ethics, cultural assessment, compliance and risk, equity, inclusion and diversity. The tool will be used to benchmark and assess employee attitudes and commitment level towards the organization, leadership, their roles and the varying customers they serve.

The selected firm is to provide consultant(s) to work closely with the College to design a strategy that involves identifying pain points, establishing measurements, training leaders and implementing best practices.

The selected firm will be required to:

- A. **ASSESSMENT** to diagnose the health and well-being of the culture and climate
- B. **DEVELOPMENT** and administration of an employee engagement survey and college climate survey
- C. **ANALYSIS** of data and converting the data into actionable information
- D. **ACTION PLANNING** with define key priorities for improvement and provide recommendations
- E. **MEASUREMENT** to create a strategic plan for measurable improvement
- F. **PROVIDE** guidance to aligning the leaders and the rest of the workforce around the initiatives to help drive the desired changes

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 2 – BACKGROUND AND SCOPE OF WORK-continued

2.4 Work Statement/Specifications

2.4.1 SURVEY DESIGN

- a. Survey instrument must have the ability to be completed on-line, on mobile devices, and by assistive technology such as screen readers.
- b. Provide survey instrument in a format where technology is not available for employee participation.
- c. Provide a secured survey link via e-mail to invite employees for participation.
- d. Survey must provide anonymity for all participants and ensure strictest confidentiality.
- e. Survey must ensure participants respond only once to survey and prevent ability to respond multiple times.
- f. Survey provides the ability to monitor survey progress during the open survey timeframe.
- g. Survey instrument can contain up to 100 questions.
- h. Survey instrument is available for 3 weeks for participant response.
- i. Survey must be easy to understand and can be completed within an average of a 30-minute time frame.
- j. Core survey questions are to be based on extensive research and best practices recommended by experts regarding engagement surveys.
- k. Ensure the design has a high level of validity and is statistically sound, with questions that are based on proven research.
- l. Survey can be modified to include questions recommended by Montgomery College staff.
- m. Survey design includes a communication plan to notify employees of the survey and to assist in increasing the rate of response.

2.4.2 ANALYSIS & REPORTING

- a. Must have the ability to review data institutionally as well as by organizational units or demographic information, which may include but not limited to the following: by department, job classification, union group, age, years of service, gender, ethnicity, etc.
- b. Survey results will be reviewable electronically in multiple formats – pdf files, charts, graphs, etc.
- c. Offeror will have the ability to provide comparisons to similar higher education institutions and/or community colleges.
- d. Offeror will have the capability to analyze previous survey results with initial/current and future surveys.
- e. Offeror will analyze and compare the initial survey results with the results of future follow-up surveys as each is performed. A summary report providing comprehensive analysis and comparisons will be required.

2.4.3 POST SURVEY PLANNING

- a. Following the completion of each employee survey, a report containing recommendations for improving engagement throughout the organization will be submitted to the College.
- b. Awarded Contractor may provide support to the College over the next five (5) years in re-surveying the workforce two (2) additional times, surveys to be conducted approximately 14-24 months apart.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 2 – BACKGROUND AND SCOPE OF WORK-continued

2.4.4 PERFORMANCE

- a. Awarded Contractor and the College will jointly develop performance measures to ensure the program is sustainable and that it meets defined objectives.
- b. If the resulting program and participation do not meet defined objectives, Offeror will propose additional strategies to ensure success.

2.4.5 REPORTING

- a. Contractor will be responsible for providing data and reports about the program to the College as requested/outlined or on an as-needed basis.
- b. Prepare a supervisor toolkit to include recommendations of activities to increase engagement and promote an environment of inclusion.
- c. Offeror must include additional reporting capabilities with their proposal response.

2.5 Project Approach/Timeline

Based on the projected timeline of presenting the survey to employees the fall of 2020. The Proposer should include in its response a sample work plan and proposed schedule showing tasks and time frames necessary to complete the scope of services.

To include but not limited to the following:

- Approach to scoping and conducting the project; efforts that may be needed to ensure a successful project; work and management methodology; activity coordination methodology and consideration of areas not addressed, but deemed essential to the effective conduct of the project.
- Any issues that your firm believes are critical to the project's success; a list of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP.
- Sample schedules and work plans indicating the tasks and time needed for each task to complete the scope of services; any assumptions made in the development of the schedule and work plan.
- Describe any particular challenges you foresee with this project and the plan to address them.
- List any cost effective and innovative ideas for delivering the project, and any other pertinent information relevant for consideration.

2.6 Project Management

A Project Manager must be designated to the project, and an organizational chart showing the manager and all project staff must be included. Provide team members (resume) educational background and experience, including sub-consultants, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Include the qualifications of any outside consultants and associates that may be employed to assist on this project.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 3 – QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications Requirements

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

3.2 Past Experience Requirements

- Must have five (5) years of experience providing comprehensive employee engagement and college climate surveys and other full survey services to higher education institutions, with a preference to community colleges, of similar size and scope.
- Offeror will demonstrate current and past experience with respect to conducting employee engagement/climate surveys in both a non-unionized and unionized higher education environment, and specific examples of partnering with organizations to achieve a high survey participation rate.
- The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror’s experience in providing the same or similar level of services.

3.3 Platform Requirements

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. The employee engagement/climate survey tool should meet the following requirements:

- A. Survey instruments available in English and Spanish
- B. Online Survey tool for up to 2,000 – 2,500 participants.
- C. Provide survey instrument in a format where technology is not available for employee participation, i.e., phone or mail.
- D. Capability to customize and/or add organization-specific questions or inquiries.
- E. Ability to send customized messages to employees as needed.
- F. Ability for anonymous responses.
- G. Able to notify the College if anyone-feedback participant has an excessive number of survey requests.
- H. Able to generate reports
- I. Able to translate Spanish surveys back into English for reporting.
- J. Capable of providing organizational and departmental group reports.
- K. Able to provide reports that includes a summary and detailed analysis.
- L. Must provide training materials and/or resources for participants.
- M. Must provide technical support for participants.

3.4 Customer Service/Technical Support Requirements

1. Contractor shall provide technical support and customer service both online or via a toll-free telephone number during survey time throughout the life of the contract.
2. Contractor shall provide real time assistance that is available Monday through Friday during survey time.
3. Contractor shall provide escalated support and assistance that if there is a system failure that causes the system to become unusable or disables access to the system.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 3 – QUALIFICATIONS AND REQUIREMENTS-continued

3.5 Training Requirements

1. Contractor shall provide a timeline of the steps in the implementation process, inclusive of training. This timeline shall include both the timeline of steps to be provided by the Contractor and the timeline of steps to be provided by the College.
2. Contractor shall provide a designated trainer(s) to be available to provide training through the implementation.
3. Contractor’s training shall not be considered complete until the College agrees that the platform is fully operational, and each designated system user has shown the ability to successfully gain access to and operate the solution.
4. Contractor is to provide all training material if needed.

3.6 Technology Accessibility Requirement

All e-learning and information communication technology developed, purchased, upgraded or renewed by or for the use of Montgomery College shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0 AA.

3.7 Accessibility Conformance Report

Prior to contract award, the highest ranked bidder will be instructed to submit a completed **VPAT** (Accessibility Conformance Report) or a demonstration of its product accessibility. The College reserves the right to disqualify any bidding firm that fails to provide completed VPAT or a product accessibility demonstration.

3.8 Data Protection

If use of offered software or services includes the cloud or off-site storage of College data, bidding firms will be required to satisfactorily complete (as determined by Montgomery College IT Security Group personnel) an associated questionnaire on security and privacy controls, and/or provide its latest SOC 2 report. The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or its latest SOC 2 report.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

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

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

4.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria: **Highest possible score=100**

Qualifications	
Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror’s organization size, length of time the organization has been providing the required services.	Max points=10
Past Performance and Experience	
Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services to institutions or public-sector entities similar in size and mission to Montgomery College.	Max points=20
Project Understanding and Approach	
Clear understanding of the background and requirements of the Scope of Work (detailed in response). Demonstrate the tasks that must be accomplished to complete the project, and a narrative description of the plan to execute them. The project approach and timeline to be outlined in detail.	Max points=30
Oral Presentation	
Content, organization, delivery, and understanding of project.	Max points=30
Price Proposal	
	Max points=10

4.1.3 Technical Proposal

Qualifications, Past Performance, Project Understanding and Approach represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

4.1.4 Presentation/Demonstration

Following the initial scoring by the evaluation committee respondents receiving the top three (3) highest technical scores will be invited to give a presentation of their proposed solutions and capabilities as part of the evaluation process.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Organization

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

5.2 Required Proposal Submittals

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

5.2.1 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.

5.2.2 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications
- Project Approach & Timelines
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Acknowledgement of Receipt of Addenda (if applicable)
- Vendor Questionnaire (Appendix A)
- Vendor Requirements Checklist (Appendix B)

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

5.2.3 Transmittal Letter

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

5.2.3 Statement of Qualifications

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 5 – PROPOSAL SUBMISSION-continued

5.2.4 Project Approach and Timelines

Offeror shall submit a project approach, detailing assessment process. Approach must include completion timelines consistent with the completion date of the project. Specific plans and methodology for providing the required services (see Section 2.5).

5.2.5 References

The Offeror must submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required.

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

5.2.6 Subcontractors

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

5.2.7 Price Proposal

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 5 – PROPOSAL SUBMISSION-continued

5.3 (New) Electronic Proposal Submission Instructions

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

All Offeror’s proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **July 23, 2020**. 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. E521-001, Employee Engagement Solution & Consulting Services**.”

Email address: vendor.proposals@montgomerycollege.edu

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

In addition to the electronic submission, one original hard copy proposal is also required. Hard copy proposal shall be delivered to the address listed below and must be received prior to contract award.

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

Request for Proposal (RFP) title/number should be reflected on outside of package, along with RFP closing date and time.

Note: Opening Hours: 9:30 a.m. – 2:30 p.m., **Monday through Friday**, Except for College Holidays
Phone Number: 240-567-5282

Proposals shall be certified, wet 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

SECTION 6– PRICE PROPOSAL

This section is used to describe all costs for the acquisition, implementation, operation, maintenance, licensing and use of the proposed solution. The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement

Description	Total Price
Employee Engagement Solution & Consulting Services	Year 1
Total costs associated with the delivery of Employee Engagement Solution/Tool & Consulting Services listed herein	\$

Description	Total Price
Employee Engagement Survey Tool & Services	Year 2-3
Total costs associated with the delivery of Employee Engagement Survey Tool listed herein	\$

Description	Total Price
Employee Engagement Survey Tool & Services	Year 4-5
Total costs associated with the delivery of Employee Engagement Survey Tool listed herein	\$

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. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

Montgomery College is tax exempt, certification provided upon request

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

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

APPENDIX A – VENDOR QUESTIONNAIRE

Offeror's **must** provide answers to each of the questions. **Responses must be included in the submitted proposal.** Failure to answer the questions may be cause for proposal to be deemed non-responsive and could be rejected. Please provide answers below or on a separate document.

1. How can you ensure employees are limited to a single survey response, while assuring anonymity?
2. Do you maintain a bank of questions specifically focused on **ethics**?
 - a. If so, are the ethics questions normed?
 - b. How was this question bank developed?
 - c. How many ethics questions are available in the bank?
 - d. Have other institutions of higher education utilized your ethics-related questions previously? I.e., will we be able to benchmark responses on these questions against results from similarly situated IHEs?

*** Provide a sample of (8) eight types of ethics- or compliance-related questions available to be used in the survey?**
3. Do you maintain a bank of questions specifically focused on **equity and inclusion (E&I)**?
 - e. If so, are the E&I questions normed?
 - f. How was this question bank developed?
 - g. How many E&I questions are available in the bank?
 - h. Have other institutions of higher education utilized your E&I -related questions previously? I.e., will we be able to benchmark responses on these questions against results from similarly situated IHEs?

*** Provide a sample of (8) eight types of equity and inclusion-related questions available to be used in the survey?**
4. What other surveys have you done at a college or university which measure climate and culture? Share with us a sample of (8) eight questions you asked and how/if they were normed and measured over time.
 - a. Previous surveys of Montgomery College have been conducted by another vendor, can you share with us how you would prepare comparison of this future survey with the previous survey and trend analysis over the years?
5. How do you advise/guide senior leaders to accept and process unfavorable survey results? Can you provide an example?
6. Our plan is to launch the survey for Fall 2020.
 - a. What is your timeline to get us to launch the survey Fall 2020?
 - b. With the current uncertain times of COVID-19, it is possible that we continue to be in stay- at-home, what strategy would you propose to get employee participation?

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

APPENDIX B – SOFTWARE/SYSTEM REQUIREMENTS CHECKLIST

Offeror’s must answer “**Yes**” or “**No**” to each requirement as to the firm’s ability to meet that particular requirement. **Responses must be included in the submitted proposal.**

REQUIREMENTS CHECKLIST FOR EMPLOYEE ENGAGEMENT SURVEY TOOL	Meets Requirement (Y or N)
1. Can the system accommodate up to 2,500 or more participants?	
2. Does the tool have survey instruments in both English and Spanish?	
3. Does the system have the ability to translate Spanish surveys back into English for reporting?	
4. Does the system have the capability to be customized and/or add organization specific questions or inquires?	
5. Does the system have the ability to notify the College, if anyone-feedback participant has an excessive number of survey requests?	
6. Does the system generate reports?	
7. Is the system capable of providing organizational and departmental group reports?	
8. Is the system able to provide reports that includes a summary and detailed analysis?	
9. Does the system meet Web Content Accessibility Guidelines (WCAG 2.0 AA) standards?	

Company Name: _____

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

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

Yes No

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT C – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: EMPLOYEE ENGAGEMENT SOLUTION & CONSULTING SERVICES
RFP NUMBER: E521-001
RFP CLOSING DATE AND TIME: JULY 23, 2020 @ 3:00 PM

ATTACHMENT E – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

Format

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

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

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

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