

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
2-STEP REQUEST FOR BID (RFB) TITLE: Student Travel Program Audit Services
2-STEP RFB NUMBER: e920-016
2-STEP RFB CLOSING DATE AND TIME: May 18, 2020 @ 3:00PM



ADDENDUM #3

Issued: May 11, 2020

ADDENDUM PURPOSE:

- To replace Revised Proposal provided in Addendum 2, with attached, updated Revised Price Proposal II
- To add the following to Proposal Submittal Requirements:

Describe your process for auditing liability gaps, participant waivers, and travel agencies' terms and conditions.

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 **May 18, 2020**.

REMINDER: 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

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REVISED

SECTION 5 – PRICE PROPOSAL II

All costs incurred in the delivery of all student travel program audit services listed herein. Provide range of hours and pricing in the table below

	Hourly Rate	Range of Hours (ROH)	Range of Pricing (ROP)
Staff			
Manager			
Partner			

EXAMPLE: Staff: **ROH:** 100hrs - 200hrs _ **ROP:** \$15,000 - \$25,000

OPTION ITEM:

Provide list, along with ROH and ROP for any positions that would be included in the project, but not listed above.

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

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

Company Name

Name

Title

Authorized Signature and Date

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ADDENDUM #2

Issued: May 8, 2020

ADDENDUM PURPOSE:

- To replace original Requirements Checklist, with attached, "Revised" Requirements Checklist
- Replace original Price Proposal, with attached, "Revised" Price Proposal
- To provide the attached questions & answers

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

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ATTACHMENT A – REQUIREMENTS CHECKLIST

Please an "X" in each corresponding column as it relates to your organization's ability to meet or not meet solicitation requirements.

REQUIREMENT	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT
Experience/past audits of the same scope of work with proven risk mitigation recommendations that address the unique needs of non-traditional student populations.		
Must have experience auditing liability gaps, participant waivers, and travel agencies' terms and conditions.		

COMPANY NAME

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SECTION 5 – PRICE PROPOSAL

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	Range of Hours (ROH)	Range of Pricing (ROP)
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Manager		
Partner		

EXAMPLE: Staff: **ROH:** 100hrs - 200hrs _ **ROP:** \$15,000 - \$25,000

OPTION ITEM:

Provide list, along with ROH and ROP for any positions that would be included in the project, but not listed above.

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

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

Company Name

Name

Title

Authorized Signature and Date

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Vendor Questions	College Answers
Section 2.6: Does the Internal Audit and Advisory Services Director consider itself independent and objective? If so, what is the organizational structure to support this?	The Internal Audit and Advisory Services Director conforms to the standards promulgated by The IIA IPPF. Please refer to the Montgomery College website for more information about the organizational structure.
Section 2.6: This section indicates that the workpapers are the “property of the College”. Auditing standards allow auditors to make available workpapers at the discretion of the auditor to remain independent. Is there flexibility in the language as to ownership of workpapers?	The engagement proposal is for a consulting firm that will act in a co-source capacity, and the Chief Audit Executive at Montgomery College (title: Internal Audit and Advisory Services Director) has overall responsibility for supervising the engagement (The IIA IPPF Standard 2340). Please identify any other standards that prospective bidders are asking to be considered for workpapers.
Section 4.1: The last paragraph indicates that the response should align with the requirements in Paragraph 5.2, RFP Outline however the document appears to end at Paragraph 4.2.7. Should the outline in Section 4.2.1 be followed instead?	Change second sentence of last paragraph in section 4.1 to read: “All responses must comply with the sequence and items outlined in section 4.2.1”
Section 2.2: Can you approximate the scope of the project? How many students have taken trips in the past 3 years? Approximately how many trips will be reviewed as part of the cost analysis?	There is no current central inventory of how many students have taken trips across all the programs. Study abroad and travel abroad programs have more data available to the audit than the other programs. An inventory is one of the deliverables, Section 2.4.1. Bidders should look at publicly available information on the Montgomery College website for a historical view of study abroad and travel abroad programs. It is not known how many trips occur in the other types of programs. Section 2.4.1.
Section 2.3: Approximately how many hours are expected of the vendor to accomplish the objectives in this section?	The prospective bidders should estimate the hours expected to accomplish this work and provide the hours in the responses.
Section 5: If the response to question 5 is not known or highly subjective, may a range of price be quoted on the response?	Yes, see attached, “REVISED PRICE PROPOSAL”
Can you provide some information on the background and need for this engagement? Was there a specific incident or driver?	Montgomery College’s internal audit department performs risk-based audits using a hybrid of agile auditing and annual audit planning. As an institution of higher education serving students, any student function is considered a high-risk, and the travel programs have never been audited before because 1) the internal audit function at the College is new, 2) the probability of risk events for student travel has been low, historically. In 2019, there was a travel abroad trip canceled by the third party travel vendor selected by the College to facilitate the trip. As such, the incident raised the risk probability attributable to student travel.

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<p>What key questions is Montgomery College hoping to address through this review? For example, are there specific identified travel programs or risks that Montgomery College would like the selected firm to provide assurance that controls are functioning effectively? Are there specific areas of the travel program that Montgomery College hopes to benchmark or assess from an advisory perspective (e.g., cost benefits analysis referenced below)?</p>	<p>Please refer to the scope of work: management of the programs (effectiveness); review of practices and processes (risk mitigation) and regulations (compliance), liability (risk mitigation).</p>
<p>Could you provide additional detail as to the co-sourcing roles and expectations (e.g., to what extent will the Internal Audit and Advisory Services Director participate in work activities, meetings, testing, reporting, etc.)?</p>	<p>The Internal Audit and Advisory Services Director (CAE) will support the successful bidder in developing the strategy and audit planning by phone or video chat, and oversee the engagement for final decisions as needed. The audit memo and kickoff/exit meeting will be executed by the CAE with the successful bidder participating in a kickoff/exit meeting. The audit program would be executed by the successful bidder. Section 2.2, the selection for the cost analysis will be determined in collaboration with the CAE. Deliverables, Section 2.4, include a draft report for review by the CAE.</p>
<p>Section 2.4 requests a “cost benefits analysis” related to this audit. Are you able to provide more details as to the goals and nature of such analysis? For example, is Montgomery College seeking assessment of the College’s current cost benefits assessment of each program (i.e., validating that the current process is well-designed and consistently executed) or is the College looking for the contracted firm to perform this analysis for a subset or for all travel programs?</p>	<p>This should read “cost analysis,” as stated in Section 2.3 and Section 2.2. The benefits are not expected to be analyzed in this engagement.</p> <p>The College does not have a central repository to track the student trips. The cost analysis will help the College understand the hard and soft costs for selected trips, which could further provide information for future decision-making.</p>
<p>Section 2.4 requests a “catalog/inventory of all the programs available to travelers that identifies program characteristics, risks, gaps, and safeguards.” Understanding that the development of such a catalog could be a significant undertaking, could you provide some information as to what elements of this already exist? Would Montgomery College be satisfied with a risks and controls matrix addressing all programs but summarized by major category of travel activity?</p>	<p>A risks and controls matrix, or another form of a risk assessment, would be helpful for any audit program developed for Section 2.3, Objective 1. Section 2.4 asks for a catalog/inventory because to have this view would be valuable data to the College. The audit seeks this catalog in order to provide useful information to the leaders and be able to begin to build a central repository. Bidders should look at publicly available information on the Montgomery College website for a historical view of study abroad and travel abroad programs and might find that it is not a “significant undertaking.” The significance of the undertaking as perceived by any bidder should be priced accordingly.</p>
<p>In Section 1.10.2.2, the RFP states “Offeror has provided all documentation and samples requested in the Scope of Work/Specifications”. Do samples refer to references? Is there additional information you would like to fulfill this requirement?</p>	<p>Change Section 1.10.2.2 to read: “Offeror has provided all documentation requested in Section 4.2”</p>

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Could you inform of us of any budget limitations or thresholds?	Budget information is not available.
The proposal both requests electronic submissions and requests no electronic submissions. To clarify, are you requesting electronic submissions?	When responding to this solicitation, follow submittal instructions outlined in Section 4.1. Delete the following statement from solicitation cover page: "Proposal will not be accepted via facsimile or electronic mail."
Due to the current environment, are you still looking to have a signed hard copy of the proposal sent, as well as the electronic submission, or does the electronic submission replace the hard copy submission?	Unfortunately, one hard copy proposal must be submitted when responding to this solicitation.
Can you clarify in section 4.1 that section 5.2 was incorrectly stated and section 4.2 was meant?	Change second sentence of last paragraph in section 4.1 to read: "All responses must comply with the sequence and items outlined in section 4.2.1"
Are Student Travel Programs related to Athletics anticipated to be in scope, as this proposal states all Student Travel Programs?	Yes.
Approximately how many departments are in scope that would need to be interviewed?	Each academic dean would be subject to this scope. Procedures used to gather information could include interviews, ICQs, surveys, etc. There are approximately 12 deans.
Is there a current inventory of all student trips that would be in scope?	There is no current inventory. This is one of the deliverables, Section 2.4.1.
How many student travel programs/trips occur on an annual basis (campus-wide/for all College locations)?	Bidders should look at publicly available information on the Montgomery College website for a historical view of study abroad and travel abroad programs. It is not known how many trips occur in the other types of programs. Section 2.4.1.
Do you have an anticipated start date for the audit/timeframe for the audit to be performed?	The anticipated audit kickoff would be the end of May, subject to change. The anticipated timeframe is two months (Section 2.5).
Does the College anticipate that all of the work will be done by the successful firm or does the College have resources that could be leveraged to perform some of the audit (e.g., members of the Internal Audit and Advisory Services team)?	The Internal Audit and Advisory Services team will support strategy and planning, and oversee the engagement as the CAE. The audit program would be executed by the successful bidder.
Will the Director of Internal Audit and Advisory Services or designee be able to help facilitate scheduling meetings with key process owners?	Yes.
Does the Internal Audit and Advisory Services Department utilize standard sampling methodologies that the successful firm would be expected to use (if so, can that be shared), or will the approach to sampling be agreed upon with the Director and the successful firm?	Agreed upon with the Director and the successful firm. This engagement does not require statistically valid sampling. The trips for cost analysis will use judgmental selection.
For the three year look back and populations needed for testing, will the College be able to provide the raw	It is expected that the firm will request information and the College will be able to provide it. There is not a

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financial data and population files associated with all of the in-scope travel programs?	central repository for all the information, so this question applies to Section 2.4.2 of the RFB, "data mine....catalog/inventory...." The planning phase of the audit will help identify the points of contact and the data that will be sought.
Are there any key systems that are used for Student Travel Programs?	There are no key systems used.
Are there any key third parties used for Student Travel Programs (e.g., travel agencies, software-as-a-service providers, etc.)?	Travel agencies are used as third parties for facilitation and payment collection of some of the travel programs, but not all.

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

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ADDENDUM #1

Issued: May 8, 2020

ADDENDUM PURPOSE:

- To extend Request for Bid (RFB) closing date to: **May 18, 2020**

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 **May 18, 2020**.

REMINDER: 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
9221 Corporate Blvd
Rockville, MD 20850

2-STEP REQUEST FOR BID (RFB)

2-STEP RFB NO. e920-016

Student Travel Program Audit Services

All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **May 11, 2020**.

Proposals will not be accepted via facsimile or electronic mail.

Prices must remain firm for 120 DAYS after proposal closing date and time.

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

Minority vendors are encouraged to respond to this solicitation.

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

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

Patrick Johnson, MBA
Director of Procurement

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this 2-step Request for Bid to provide Montgomery College with student travel program audit services in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 (New) Electronic Proposal Submittal Due Date

All responses to this 2-Step Request for Bid must be submitted electronically, in two separate attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email.

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

Electronic proposal and addendum or addenda, if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this 2-Step Request for Bid are due by **3:00pm on May 11, 2020**, Eastern Standard Time (EST). **No responses will be accepted after this date and time.**

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

1.3 Contact Information

For purchasing or technical questions about this solicitation, please contact Patrick Johnson at patrick.johnson@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing and received by **April 30, 2020**.

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFB 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 RFB documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, 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 RFB.

1.7 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 5). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

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

1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this 2-step RFB.

1.10.1.2 Offeror is financially stable.

1.10.2 Offeror is **responsive** – Offeror follows 2-step RFB 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 RFB.

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 2-step RFB. 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 Estimated Contract Quantities

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

1.13 Contract Award

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.14 Contract Documents

The 2-step Request for Bid in its entirety, the Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and 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.

1.15 Contract Modification and Amendment

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.16 Insurance Requirements

Upon executing the contract, the Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor's insurance will be primary and kept in full force during the term of the contract, including renewals, if any. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor, with the following minimum insurance coverage:

Worker's Compensation Insurance

Covering the contractor's employees as required by State of Maryland 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 \$1,000,000 combined single limit

Bodily Injury and Property Damage per occurrence including the following coverage: contractual liability, premises and operations, independent contractors, products and completed operations.

Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired 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

These coverages and limits are to be considered minimum requirements under the contract 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 of 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.

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.17 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. e920-016**.

1.18 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.

1.19 Contract Assignment

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

1.20 Contract Deadlines and Failure to Deliver

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

1.21 Contract Billing

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.22 Confidentiality

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

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

1.23 Tobacco and E-Cigarette Policy

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

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 BACKGROUND

Montgomery College, Maryland's largest community college, is a multi-campus institution which serves about 58,000 students each year, including 27,000 credit students, across three campuses and multiple off-site locations. To support students' academic and professional goals, the College employs almost 3,000 faculty and staff.

2.2 SCOPE OF SERVICES

Montgomery College's Internal Audit and Advisory Services Director is seeking a firm to perform a co-sourced audit of the College's student travel programs.

- Audit shall cover all international and local travel programs and management of those programs, which includes overseas and domestic overnight trips, field trips, and day travel (collectively "travel" or "travel programs")
- Travel programs may include study abroad, travel abroad, conferences, and experiential travel.
- Audit shall also include a review of Montgomery College practices and written processes, historical data from past College travel, best practices, liabilities, and regulations affecting students of higher education, such as Title IX, Clery Act, disability accommodations, minors traveling, participants engaged in local illegal activity in foreign countries, liability for sponsored trips, third-party risks, and risk mitigation. Audit will also include a cost analysis of trips taken in the last three years in a selection of travel programs, determined by the Internal Audit and Advisory Services Director and the selected audit firm.
- Audit will apply to credit and non-credit travel of any duration, and to any location. There are programs that are centralized (study abroad), and programs that are not centralized (faculty/curriculum driven trips). Policies that apply to the different types of travel programs that apply to this audit scope are:

<https://www.montgomerycollege.edu/special-programs/study-abroad/index.html>

<https://www.montgomerycollege.edu/documents/policies-and-procedures/51005-field-trips.pdf>

<https://www.montgomerycollege.edu/documents/policies-and-procedures/51004-college-out-of-county-non-instructionally-related-activities.pdf>

<https://www.montgomerycollege.edu/documents/policies-and-procedures/65001-reimbursement-for-travel-and-related-expenditures.pdf>

<https://www.montgomerycollege.edu/documents/policies-and-procedures/79001-use-of-college-owned-vehicles.pdf>

2.3 OBJECTIVE

1. Risk review of Montgomery College's student travel programs in order to provide recommendations to mitigate risks and enhance opportunities.
2. Cost analysis of Montgomery College's student travel trips in the past three years.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.4 DELIVERABLES

1. Plan the audit: Design the audit work program so that risks and controls and assessed. Process mining.
2. Fieldwork: Interviews. Reviews. ICQs. Data mine. Cost benefits analyses. Benchmark. Catalog/inventory of all the programs available to travelers that identifies program characteristics, risks, gaps, and safeguards.
3. Reporting: The College will provide the audit report template. Provide a draft report to the Internal Audit and Advisory Services Director with an executive summary, background, and what's working well. Include findings and a description of why the risks exist; rank the findings and provide recommendations. Provide a final written report.

2.5 TIMELINE

Audit shall commence upon notification of award of contract and be completed within two months of commencement date. A final report shall be submitted to the College at completion of audit.

2.6 AUDIT WORK PAPERS

All work papers developed by the selected firm are the property of the College and shall be provided on a USB to the Internal Audit and Advisory Services Director at the completion of the engagement.

2.7 QUALIFICATIONS REQUIREMENTS

Experience/past audits of the same scope of work with proven risk mitigation recommendations that address the unique needs of non-traditional student populations. Must have experience auditing liability gaps, participant waivers, and travel agencies' terms and conditions.

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

3.1 EVALUATION

All submitted proposals will be examined for responsiveness and completeness by the College. Those proposals that do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals that meet all qualifications requirements will be considered for award. Award will be made to the qualified offer with the lowest submitted price.

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SECTION 4 – PROPOSAL SUBMISSION

4.1 (New) Electronic Proposal Submission

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

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

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

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

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

Original hardcopy proposal shall be delivered to the following address:

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

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

Offerors are required to submit Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, and the closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

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

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SECTION 4 - PROPOSAL SUBMISSION - continued

4.2 Required Submittals

4.2.1 Proposal to include the following:

- Transmittal Letter
- Qualifications Narrative
- Completed Reference form (attached)
- Subcontractor Listing (if applicable)
- Attachment A –Requirements Checklist
- Attachment C-Completed Contractor Information Form (attached)
- Attachment F –Mid Atlantic Team Purchasing Rider Clause

4.2.2 Price Proposal (Section 4)

Proposal shall be organized in the following manner:

4.2.3 TRANSMITTAL LETTER

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

4.2.4 QUALIFICATIONS NARRATIVE

Offer must submit a detailed narrative explaining how it meets each qualifications requirement listed in sections 2.7.

4.2.5 REFERENCES (Past Performance)

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 RFB. The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

4.2.6 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.

4.2.7 PRICE PROPOSAL

The price(s) offered on the Price Proposal must include all charges incurred in the delivery of this procurement.

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SECTION 5 – PRICE PROPOSAL

DESCRIPTION	TOTAL PRICE
All costs incurred in the delivery of all student travel program audit services 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.

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

Company Name

Name

Title

Authorized Signature and Date

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ATTACHMENT A – REQUIREMENTS CHECKLIST

Please an "X" in each corresponding column as it relates to your organization's ability to meet or not meet solicitation requirements.

REQUIREMENT	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT
Experience/past audits of the same scope of work with proven risk mitigation recommendations that address the unique needs of non-traditional student populations.		
Must have experience auditing liability gaps, participant waivers, and travel agencies' terms and conditions.		

References submitted by:

_____ Company Name

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ATTACHMENT B – 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 RFB.

References submitted by: _____
Company Name

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ATTACHMENT C – 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 RFB. 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:

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT D – NO BID RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to: Montgomery Community College Office of Procurement 9221 Corporate Blvd. Rockville, Maryland 20850
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ATTACHMENT E – 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.

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ATTACHMENT E – 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 Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

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

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

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

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

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

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

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

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ATTACHMENT E – 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, 900 Hungerford Drive, Suite 110, 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, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT F – MID-ATLANTIC PRUCHASING 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>