

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: COMPLIANCE AND ETHICS PROGRAM ASSESSMENT
RFP NUMBER: E920-017
RFP CLOSING DATE: JUNE 24, 2020 @ 3:00 PM



ADDENDUM #2
Issued: June 19, 2020

ADDENDUM PURPOSE:

- To provide attached Vendor questions and College 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 **June 24, 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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QUESTIONS AND ANSWERS

QUESTION:	ANSWER:
Given the current COVID environment, is the college comfortable with work for this assessment being performed remotely?	Yes
Are there compliance activities centralized or are they distributed throughout different departments and campuses?	The compliance activities are decentralized because compliance owners are integral to the units and departments/campuses that oversee compliance risk areas. The Compliance and Ethics Program ("Program") is centralized. If you are Familiar with the Three Lines of Defense model (The IIA), the Program is in the second line, but all the activities to maintain compliance are operationally owned, thus the first line.
Our understanding is that Phase II will be creating a roadmap for the college to implement activities. Can you confirm whether you would be looking to have our team implemented the recommendations as part of Phase II?	The firm selected for Phase II will not be asked to implement the improvement plan for the Program. However, as stated in the RFP, a timeline for implementation that the College can undertake should be suggested as part of the plan.
How many people does the College anticipate the selected firm would need to meet with/how many people own the applicable policies and procedures?	The College anticipates that 12 to 15 people will be interviewed formally, depending on the firm's work plan that it proposes.
Does a hard copy of the proposal need to be submitted? The RFP discusses an e-submission in the early pages of the proposal but also discusses providing a physical copy later in the RFP	Yes, a single hard copy proposal with original signature, is also required.
Should a redacted version of the proposal be submitted where information marked Confidential is redacted? (this would be in addition to a version without redactions)	Yes, a redacted proposal should be submitted in addition to un-redacted version, if applicable.
For the submission of pricing information, should a rate card for additional services be provided in addition to the fixed fee pricing that will be provided for phase I and II?	Yes, if applicable
For the hard copy original technical and price proposals, is an original signature required or would an electronic version of original signatures be acceptable?	Yes, an original signature is also required.

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Is there a delivery timeframe/window for the hard copies when College personnel will be available to receive and sign for the delivery?	Yes. Monday – Friday, from 9:30am – 2:30pm
Is the due date and time for the hard copies the same as the electronic version? If not, is there another date and time by which hard copies will be accepted?	In order to be considered for award, the electronic copy must be received by the deadline date and time listed in the RFP. The hardcopy can be received on or shortly after the deadline; however, it must be received prior to contract award.

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

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REQUEST FOR PROPOSAL TITLE: COMPLIANCE AND ETHICS PROGRAM ASSESSMENT
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ADDENDUM #1
Issued: June 12, 2020

ADDENDUM PURPOSE:

- To change section 1.1 (ATTENTION) clause to read:

ATTENTION: In order to ensure an objective assessment of the College's compliance and ethics program, firms who have prior auditing relationships with or have performed past reviews for the College's Office of Compliance, Risk, and Ethics, will be NOT be permitted to submit a proposal in response to this Request for Proposal.

- To change section 1.20 (CONTRACT BILLING) to read:

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, with a copy to internalaudit@montgomerycollege.edu. Montgomery College payment terms are Net 30.

- To highlight 2nd paragraph of section 2.3.1 (PHASE I) to read:

This phase includes (but not limited to) assessment of the compliance and ethics program, College policy and procedure review, and evaluation of current compliance and ethics program processes. **During this phase the selected firm will have an opportunity to review and clarify questions related to the project's scope.**

- To change section 2.6 (OFFEROR'S MINIMUM QUALIFICATIONS REQUIREMENTS) to read:

Previous experience and similar scope of work with institutions of higher education. Three references from institutions of higher education are required as a part of the proposal, and the references may be contacted by Montgomery College before a final firm is selected.

1. Five (5) years of experience providing compliance and ethics program assessments or audits to assure compliance with standards of compliance and ethics programs.
2. Experience providing consulting services listed herein to higher education institutions (colleges & universities).

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ADDENDUM 1 – PAGE 2

All other specifications, terms and conditions remain unchanged.



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 **June 24, 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

REQUEST FOR PROPOSAL (RFP)

RFP NO. e920-017

RFP TITLE: COMPLIANCE AND ETHICS PROGRAM ASSESSMENT

All proposals MUST BE RECEIVED electronically, by 3:00 PM EST time on June 24, 2020.

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

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

**Patrick Johnson, MBA
Director of Procurement**

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with an assessment of Montgomery College’s compliance and ethics program in accordance with the terms, conditions, and specifications described herein. In the event a special condition is contradictory to a general condition, the special condition shall prevail.

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

ATTENTION: In order to ensure an objective assessment of the College’s compliance and ethics program, firms who have prior auditing relationships with or have performed past reviews for the College’s Office of Compliance, Risk, and Ethics, will be NOT be permitted submit a proposal in response to this Request for Proposal.

1.2 (New) Electronic Proposal Submittal Due Date

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

Note: See Section 4 - Proposal Submission for complete submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m. on June 24, 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 be closed 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 Patrick.johnson@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by 3:00 pm, **June 18, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

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

1.7 Submitted Pricing

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

1.8 References

The Offeror must provide three (3) references 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 RFP.

1.10.1.2 Offeror is financially stable.

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

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

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

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

1.12 Required Submittal List

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

1.13 Failure to Submit

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

1.14 Estimated Contract Quantities

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

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

1.16 Contract Documents

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

1.17 Contract Modification and Amendment

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

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

1.18 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.

1.19 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 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. Montgomery College payment terms are Net 30.

1.21 Proposers Proprietary Information

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

1.22 Confidentiality

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

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

1.23 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 Contractors.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College enrolls roughly 54,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The Office of Compliance, Risk, and Ethics has existed as a distinct office since 2012 and is comprised of multiple functions related to risk management. The College's Office of Compliance, Risk, and Ethics' major areas of responsibilities support the institution's goals through compliance and risk oversight, advisory services, compliance monitoring and execution, investigations, an ethics program, and internal audit services. This work continues to be measured by accountability, ethical values, and a strong set of principles aligned with the College's mission towards student success.

2.2 Scope of Services

Montgomery College's Internal Audit and Advisory Services Director is seeking a firm to perform an assessment of the College's compliance and ethics program. Internal audit reports to the Chief Compliance, Risk, and Ethics Officer, thus this engagement will not conform to standards of independence for an assurance engagement. This work will be performed as a consultative engagement.

The Montgomery College Office of Compliance, Risk, and Ethics ("OCRE") is responsible for regulatory compliance, Americans with Disabilities Act and Section 504 compliance, Title IX compliance, youth protection, internal audit, Maryland State Ethics reporting, Code of Ethics, internal investigations, and Enterprise Risk Management. The assessment will include review of the College's regulatory compliance program and the College's Code of Ethics program. The assessment will not include any in-depth reviews of the program administration and processes related to College's Americans with Disabilities Act and Section 504 compliance, Title IX compliance, youth protection, internal audit, Maryland State Ethics reporting, internal investigations, and Enterprise Risk Management as those programs have been or are planned to be reviewed through other methods.

The compliance and ethics program assessment should include the requirements of the US Federal Sentencing Guidelines, and also include recommendations for other compliance frameworks that might be suited to Montgomery College's mission and organizational structure and that provide opportunities to mature the compliance and ethics program. There are elements of the compliance program that also include students, which should be factored into the assessment as relevant.

A point of contact from OCRE will be made available to the selected firm for scheduling interviews and information requests. The selected firm will be expected to perform all technical aspects and the specific analysis necessary to complete the scope of work in this program assessment, including, but not limited to, the following:

1. Review and analysis of the College policies and procedures, practices, and processes which govern and impact the administration of the College's compliance and ethics program.
2. Determination of the College's compliance and ethics program maturity level rating.
3. Preparation of a comprehensive report assessing the effectiveness of the College's compliance and ethics program, to include specific recommendations for improvement.
4. Development of a plan for enhancement of the College's compliance and ethics program.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.3 Deliverables/Project Phases

The College expects the assessment to be conducted in two phases. The scope of work for the successful offeror should provide a realistic approach for completing both Phases I & II of the project and a timeline for completion of each phase. The offeror is encouraged to include suggestions or supplemental tasks which may enhance the project, streamline the scope of work, improve cost effectiveness, or lead to a better-quality finished product or process. State all assumptions clearly. Include the decisions, products, data and any other information that the Proposer expects from the College.

2.3.1 Phase I – Determine the Effectiveness of the College’s Compliance and Ethics Program

The College employs the US Federal Sentencing Guidelines in the execution of its compliance and ethics program. The successful offeror will determine the effectiveness of the College’s existing compliance and ethics program. Additionally, the successful offeror will review the alignment of the College’s compliance and ethics program with the College’s current and future needs and make recommendations towards continuous improvement, with possible emphasis on any other compliance and ethics standards or frameworks, only if suited to the College’s needs. The successful offeror will determine a capability maturity model and the maturity level rating for the College’s compliance and ethics program based on the program assessment.

This phase includes (but not limited to) assessment of the compliance and ethics program, College policy and procedure review, and evaluation of current compliance and ethics program processes. During this phase the selected firm will have an opportunity to review and clarify questions related to the project's scope.

This phase will include, but is not limited to, the following:

1. Plan the assessment project. This includes but is not limited to designing the assessment work plan.
2. Fieldwork. This includes but is not limited to interviews, review internal controls, including governance documents and necessary documents that are determined in the planning phase, and benchmarking.
3. Provide a final written report. Provide a report to the Internal Audit and Advisory Services Director with an executive summary and background. Identify strengths and provide recommendations to improve program effectiveness. This report must include a determination and an explanation of maturity level ratings for the compliance and ethics program based on the assessment.

2.3.2 Phase II – Develop a Plan to Enhance the Compliance and Ethics Program

Develop a detailed plan to enhance the existing compliance and ethics program. This plan might include additional institution-wide requirements, not just requirements owned by the Office of Compliance, Risk, and Ethics. This plan should include a proposed implementation timeline. A final report will be provided to the Internal Audit and Advisory Services Director upon completion of this phase of the project.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.4 Project Understanding and Approach

The offeror should include in its response a sample work plan and a proposed schedule indicating the tasks and time frames necessary to complete the scope of services for the compliance and ethics program assessment. The offeror should be knowledgeable regarding compliance and ethics programs and provide a description of compliance and ethics standards and/or frameworks that the firm has experience with. The approach should demonstrate how their approach will assist the College in improving the effectiveness of the compliance and ethics program.

The project approach should include, but is not limited to, the following:

- Approach to scoping and conducting the compliance and ethics program assessment project; efforts that may be necessary in order to ensure a successful program assessment project; work and management methodology; activity coordination methodology and consideration of areas not addressed, but deemed essential to effectively conduct this compliance and ethics program assessment project.
- Any issues that the offeror believes are critical to the assessment program project's success; a list of additional deliverables and/or supplementary 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 for this compliance and ethics program assessment; any assumptions made in the development of the schedule and work plan.
- Describe any particular challenges you foresee with this program assessment project and the plan to address the challenges. List any cost effective and innovative ideas for delivering the program assessment project, and any other pertinent information relevant to consider.
- Describe how prior knowledge and experience with compliance and ethics programs will help make this assessment meaningful, with specific emphasis on any standards or frameworks that are employed for compliance and ethics programs and the offerors experience with effectiveness assessments or audits of compliance and ethics programs.

A lead must be designated to the compliance and ethics program assessment project, and an organizational chart showing the manager and all project staff must be included. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this specific program assessment project. Include the qualifications of any outside consultants and associates that may be employed to assist on this program assessment project.

2.5 Timeline

Phase I of the assessment is expected to kick-off in July 2020 after the award of contract. It is expected that the selected firm will submit a final report to the College for Phase I of the assessment within three months of the assessment kick-off.

Within one month after the final deliverable to the College for Phase I, it is expected that the selected firm will kick-off Phase II and will submit a final report to the College for Phase II of the project within two to three months of kick-off of Phase II.

If the selected firm needs additional time to complete the assessment, the College has some flexibility with the final deliverable date.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.6 Offeror's Minimum Qualifications Requirements

Previous experience and similar scope of work with institutions of higher education. Three references from institutions of higher education are required as a part of the proposal and the references will be contacted by Montgomery College before a final firm is selected.

1. Five (5) years of experience providing compliance program assessments or compliance audits.
2. Experience providing consulting services listed herein to higher education institutions (colleges & universities).

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SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.1 Evaluation

3.1.1 Evaluation Process

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

3.1.2 Evaluation Criteria

The evaluation of all complete and responsive submitted proposals will be based on experience & qualifications, project approach, completeness, and submitted pricing. Maximum points for each area are listed below.

- **Statement of Qualifications (10 Points).** Professional qualifications and technical competence of the firm and staff proposed for the performance of the required services.
- **Relevant Experience (35 Points).** Offeror must have successfully engaged in compliance and ethics assessments or audits with an institution of higher education and demonstrate knowledge of compliance and ethics program frameworks and standards. Demonstrated success in projects similar to the one described in this RFP.
- **Project Understanding and Approach (25 Points).** Clear understanding of the background and requirements of the Scope of Work. 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.
- **Completeness of Proposal Documents (5 Points).** The proposal is organized and complete in every detail, prepared in a simple and straightforward manner, sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror’s capabilities. All required document submittals are included.

Description of Criteria		Maximum Point Value
Item		
4.2	Statement of Qualifications	10
4.2	Relevant Experience	35
2.4	Project Understanding and Approach	25
4.2.6	Completeness of Submitted Proposal	5
4.2.9	Pricing	25
Maximum Possible Score		100

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SECTION 3 – PROPOSAL EVALUATION AND AWARD

3.1.3 Award

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

3.1.4 Technical Proposal

Experience and Qualifications, relevant experience, project understanding/approach, and completeness of submitted proposal represent the technical proposal.

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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) number and title.

In addition to the electronic submission, an original hardcopy is also required, and shall be submitted as follows:

- ✚ **One** (1) signed original Technical Proposal, Addendum or Addenda, if applicable (**marked Original Technical Proposal**, and submitted in a separate envelope).
- ✚ **One** signed original price proposal (**marked Original Price Proposal and** submitted in a separate envelope).

Hardcopy proposal shall be dropped off, or delivered to the following address:

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

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

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. 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 Technical Proposal Submittals

4.2.1 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Experience and Qualifications
- Project Understanding and Approach (Section 2.4)
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Acknowledgement of Receipt of Addenda (if applicable)

4.2.2 Price Proposal

Proposals should provide pricing and response to proposal information to address each phase. The College reserves the right to award each phase separately, or in aggregate.

Offeror's 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. An individual authorized to represent the Offeror for this RFP must sign the letter.

4.2.4 Statement of Experience and 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 with performance of compliance and ethics program assessments or audits.
- Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.
- Provide a general overview of your organization including: the nature of company ownership (i.e. privately or publicly held), number of employees, and the year founded. Indicate if there has been any change in ownership during the past five years, and describe the circumstances, if so.
- Provide a statement of the professional work history and qualifications of key staff, who will be assigned to this project or who are essential to the vendor's solution and success.
- Describe work experience with institutions of higher education. Description shall include the following:
 - A. Scope of services provided to colleges and universities
 - B. Number of college or university clients
 - C. Number of years doing business with colleges and universities
 - D. Number of colleges or university clients in Maryland

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SECTION 4 – PROPOSAL SUBMISSION - continued

4.2.5 Past Performance

Demonstrated experience for a minimum of five (5) years, along with experience providing services to higher education institutions. T

4.2.6 Completeness of Submitted Proposal

Submitted proposal must adhere to all submission requirements listed in section 4.

4.2.7 References

The Offeror must submit three (3) references from current or former customers within the past three (3) years that can confirm 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.

4.2.8 Subcontractors

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

4.2.9 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. Proposals should provide pricing and response to proposal information to address each phase. **The College reserves the right to award each phase separately, or in aggregate.**

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

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SECTION 5 – PRICE PROPOSAL

Description	Total Price
Total fixed fee to provide compliance and ethics program assessment services for Phase I as outlined herein.	\$ _____
Total fixed fee to provide compliance and ethics program assessment services for Phase II as outlined herein.	\$ _____

OPTION ITEM:

Additional related services, as needed**	\$ _____/HR
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** If multiple labor categories exists, provide complete list.

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

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

Company Name	Printed Name	
Title	Authorized Signature	Date

Montgomery College is tax exempt, certification provided upon request

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ATTACHMENT A - REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

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

Yes No

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT C – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

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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 Offerors 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 Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

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

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible Offeror conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of offeror and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A 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 Offerors within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Offeror(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Offeror(s) within forty eight (48) hours after receipt of the performance bond.

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BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Offeror 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 Offeror, and proof must be to the College's satisfaction.

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

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

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

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

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

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

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

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

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

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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 offeror to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

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 Offeror 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 Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Offeror'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 Offeror 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 Offeror must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

INSPECTION OF PREMISES If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a 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 Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this 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.

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

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

NON-COLLUSION Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror 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 Offeror assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Offeror further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Offeror further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

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

NON-VISUAL ACCESS The offeror 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 offeror 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."

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

PATENTS Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror 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 offeror may attach a letter of explanation to the bid for clarification. Offerors will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Request for 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 Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

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

REJECTIONS AND CANCELLATIONS Montgomery College reserves the right to accept or reject any or all 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 Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this 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 Offeror agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

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

SIGNATURE Each bid must show the full business address and telephone number of the Offeror 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.**

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

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

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

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

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

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

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

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

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

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ATTACHMENT 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>