

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
MULTI-STEP REQUEST FOR BID (RFB) TITLE:
EVALUATION SERVICES FOR NATIONAL SCIENCE FOUNDATION GRANT-FUNDED PROGRAMS
MULTI-STEP RFB NUMBER: e923-006
CLOSING DATE: April 11, 2023 @ 3:00PM Eastern Standard Time



REVISED

ADDENDUM #1

Issued: April 5, 2023

PURPOSE OF ADDENDUM:

- To provide answers to vendor questions. See following page.

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. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **April 11, 2023**.

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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ADDENDUM #1
 Issued: April 5, 2023

| Vendor Question | Montgomery College Answer |
|---|--|
| Who (if anyone) has been providing program evaluation services for you for National Science Foundation grant-funded programs to date? | We have utilized both internal and external independent evaluators for our NSF-supported projects. JCJ is providing evaluation services for our current NSF ATE project. |
| Can you share an estimated range of the number of NSF proposals submitted by Montgomery College each year? | The number of NSF proposals has varied each year. Currently, we have two proposals under consideration. We are lead applicant for one, and a collaborator in another. Our active projects can be searched via nsf.gov. |
| Whether companies from Outside USA can apply for this? (Example: India or Canada) | No |
| Whether we need to come over there for meetings? | Yes |
| Can we perform the tasks (related to RFP) outside USA? (Example: India or Canada) | Possibly |
| Can we submit the proposals via email? | Yes, as required in solicitation |

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

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ADDENDUM #1
Issued: April 4, 2023

PURPOSE OF ADDENDUM:

- To provide answers to vendor questions. See following page.

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **April 7, 2023**.

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
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ADDENDUM #1
 Issued: April 4, 2023

| Vendor Question | Montgomery College Answer |
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| Who (if anyone) has been providing program evaluation services for you for National Science Foundation grant-funded programs to date? | We have utilized both internal and external independent evaluators for our NSF-supported projects. JCJ is providing evaluation services for our current NSF ATE project. |
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| Can we submit the proposals via email? | Yes, as required in solicitation |

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



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

MULTI-STEP REQUEST FOR BID (RFB)

MULTI-STEP RFB NO. e923-006

MULTI-STEP RFB TITLE: EVALUATION SERVICES FOR NATIONAL SCIENCE FOUNDATION (NSF) GRANT-FUNDED PROGRAMS

All proposals **MUST BE RECEIVED** in the Procurement Office by 3:00 PM EST on **April 11, 2023**.

Prices must remain firm for: **180 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/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 multi-step Request for Bid to provide Montgomery College with comprehensive program evaluation services for National Science Foundation grant-funded programs in accordance with the terms, conditions, and specifications described herein. The work proposed in this document is for program evaluation services that shall include designing and conducting program evaluation activities for the College on an as-needed basis. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

The Office of Grants and Sponsored Programs (OGSP) is seeking the qualifications from evaluators to write an evaluation section pre-award and serve as the project evaluator post-award. The pre-award writing must be a pro-bono contribution. In return for this pro-bono contribution, the OGSP will:

- Name the project evaluator in the proposal.
- Include a description of the evaluator credentials and expertise in the proposal.
- Incorporate the evaluation section in the proposal.
- Include the evaluator in the project budget as either a consultant, or subcontractor, or subawardee.

Note that there is a risk to the evaluator because not all proposals will be awarded to the College. Evaluators will be selected on a rotating basis from a pool based upon best fit for the type of grant application, capabilities and experience of the evaluator, capacity, and cost.

1.2 Electronic Bid Submittal Due Date

All responses to this 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. 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: vendor.proposals@montgomerycollege.edu. All responses to this Request for Bid (RFB) are due by **April 11, 2023**, 3:00pm Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFB opening date due to an unforeseen circumstance, the RFB will be opened at the stated time on the next open business day, unless the Bidder 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 Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by 3:00 pm, **March 31, 2023**. 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continuation

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 do so. 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 <https://info.montgomerycollege.edu/offices/procurement/bid-opportunities.html> 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.

1.5 Proposal Validity

Offerors must hold their proposal prices for 180 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 responsive-responsible bidder/s.

1.6 General Conditions and Instructions

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

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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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.

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 RFB.
- 1.10.1.2 Offeror is financially stable.

1.10.2 Offeror is **responsive**—Offeror follows 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 Request for Proposal. Offers may be rejected for any of the following reasons:

- 1.11.1 Failure to meet the mandatory specifications and requirements.
- 1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.11.3 Failure to supply appropriate and favorable client references.
- 1.11.4 Submittal of an incomplete Price Proposal page.
- 1.11.5 Failure to sign the proposal.
- 1.11.6 Failure to return any addenda acknowledgements
- 1.11.7 Submittal of conditional, alternate or multiple proposals.
- 1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.12 Contract Award

Multiple awards of contract will be made to up to four (4) qualified responsive and responsible Offerors with the lowest 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 Proposal or reject any or all proposals in whole or in part.

1.13 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.

1.14 Contract Term

The initial term of this contract will be for one (1) year from date of award. At the sole option of the College, the contract may be renewed for four additional one-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.15 Notification of Change in Personnel Assigned to Contract

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business days of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

1.16 Notification of Change in Financial Condition

Awarded contractor must notify Montgomery College of any change in company's financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

1.17 Contract Documents

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.18 Contract Modification and Amendment

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

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

1.19 Contract Assignment

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

1.21 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 at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu. Montgomery College payment terms are Net 30.

1.22 Proposers Proprietary Information

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.23 Confidentiality

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

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

1.24 Tobacco and E-Cigarette Policy

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.25 Insurance Requirements

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

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

Workers compensation Insurance covering the vendor’s employees
As required by Maryland State law with the following minimum limits:
Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

Commercial General Liability Insurance, excluding automobiles Owned or hired by the vendor, with limits as follows:
Bodily Injury and Property Damage:
\$300,000 combined single limit of bodily injury and property damage
-Contractual Liability – Premises and Operations
-Independent Contractors

Comprehensive Automobile Liability - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:
Bodily Injury: \$100,000 each person
 \$300,000 each occurrence
Property Damage: \$300,000 each occurrence
Additional Insured - Montgomery College shall be named as an additional Insured on all liability policies.

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

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. (e923-006). Certificate of Liability insurance must also be submitted within seven (7) prior to the start of each contract renewal term.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College’s Office of Grants and Sponsored Programs frequently submits grant proposals to a variety of federal, state, and local agencies. Grant awards from federal agencies include, but are not limited to, the National Science Foundation (NSF), U.S. Department of Labor (DOL), U.S. Department of Education (ED), and the National Endowment for the Humanities (NEH). Some grant proposals require an evaluation section that outlines how an external evaluator will provide the formative and summative evaluation for specific project deliverables and services. **This request for bid is related to proposals prepared and submitted to the National Science Foundation.**

In anticipation of future National Science Foundation grant awards that have a requirement for third-party evaluation services, Montgomery College is seeking qualified contractors to provide independent evaluation services on an as-needed basis. Because the total volume of future work cannot be predetermined, multiple awards may be made as the result of this invitation to bid, at the option of Montgomery College. No contract award will guarantee a specific amount of business or income.

Prior to commencement of work on any new grant project, one or more awarded firms may be asked to submit project-specific plans, including the evaluation plan and proposed budgets, to be completed at no cost to Montgomery College. Montgomery College will reserve the right to award projects in any manner deemed to be in its own best interest. The successful bidder(s) shall demonstrate their experience with evaluating federal, state and/or local grant-funded programs and projects. Upon award, the evaluator will develop and implement a plan that includes formative and summative evaluation, including data collection, analysis, and reporting. The project evaluator will also file required interim and final reports for the grant. By responding to this invitation to bid, bidders agree to be available to develop project-specific evaluation plans, including proposed evaluation budgets and a biographical sketch of the evaluator, at the time of Montgomery College’s response to federal, state, local, requests for proposals/applications. This work is to be completed at no cost to Montgomery College. Funds available are dependent on 1) the scope of services needed for each proposed program and 2) receipt of the grant award, including any budgetary adjustments that may be required by the funding agency.

We are seeking the services of an external evaluator who will prepare the evaluation section of the project description prior to NSF submission. The evaluator will prepare this section of the proposal, share an NSF-formatted biosketch, and develop an evaluation plan that includes formative and summative activities, including data collection, analysis, and reporting. In addition, the external evaluator will provide a suggested budget for services, and will serve as the named evaluator upon project funding. The project evaluator also will file annual evaluation reports and a final report that will be submitted to the National Science Foundation as part of the required project reports.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.2 Objectives

- Develop the evaluation section of the grant proposal narrative-prior to submission and provide a budget for evaluation services.
- Conduct formative evaluation before or during implementation with the aim of improving the design and performance of the project.
- Conduct a comprehensive, summative project evaluation to determine the extent to which the program has achieved its objectives.

2.3 Scope of Services

2.3.1 Proposal Development

The Bidder should include a sample project evaluation plan and timeline showing tasks and time frames necessary to complete the scope of services. Montgomery College anticipates that the evaluator will provide services that will include, but not be limited to, the following:

- Preparing the evaluation section of National Science Foundation proposals.
- Participating in meetings to discuss the evaluation plan, data collection tools, and reports.
- Collecting data (i.e., institutional data, interviews, surveys, and focus groups).
- Managing data.
- Sharing data files with the project team as requested.
- Analyzing data.
- Preparing interim and final reports.
- Disseminating program evaluation results.
- Providing an evaluation services budget in alignment with available project funding.

2.3.2 Prepare Annual and Final Evaluation Reports for submission to National Science Foundation. Includes the following:

- Draft final report.
- Prepare and submit annual and final evaluation reports.
- Participate in a joint review of the final report with the project leadership team.
- Submit final evaluation report.

2.4 Measures of Success for the Project

- Submit a project scope of work and timeline with completion dates for each component of the project within 15 days of contract approval for review and approval by the project leadership.
- Ensure security of all data collected for evaluation purposes.
- Ensure timely submission of draft documents, annual, and final evaluations.
- Maintain ongoing collaboration with project leadership.
- Participate in reviews of draft documents with project leadership.
- Ensure timely revision of draft documents in order to meet funder report deadlines.

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SECTION 3 – QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications Requirements

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

3.2 Experience Requirements

Evaluators must have at least five years of evaluation experience, including experience conducting program evaluations for National Science Foundation-funded projects for institutions of higher education; a demonstrated track record in quantitative, qualitative, and mixed-methods evaluation; experience with formative and summative evaluation; education and training in evaluation; experience developing data collection tools; and a demonstrated capacity to accomplish the external evaluation.

Preferred qualifications include prior experience with completing evaluations for NSF grants (NSF Advanced Technological Education, NSF Improving Undergraduate STEM Education, NSF Scholarships in STEM, NSF Research Experiences for Undergraduates), and experience conducting grant-funded program evaluations for community colleges.

3.3 Contractors' Responsibility for Employees/Subcontractors

The contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

3.4 Requirements Checklist

- a. Offerors must answer “Yes” or “No” to each requirement as to the firm’s ability to meet that particular requirement (refer to Attachment A).
- b. Qualifications narrative must be submitted with proposal (refer to Section 5.2.2)

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

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. Submitted proposals not rejected will be evaluated to determine which offers meet all qualifications requirements listed herein. Those proposals that meet all qualification requirements will be considered for award.

4.1.2 Bidders must meet all requirements to be considered for contract. ***Multiple awards of contract will be made to up to four*** qualified responsive and responsible Bidders with the lowest 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.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Submission

5.1.1 Technical Proposal to include the following:

- Transmittal Letter
- Requirements Checklist (Attachment A)
- Qualifications & Experience Narrative
- Completed Reference form (Attachment B)
- Subcontractor Listing (if applicable)
- Conflict of Interest Statement (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Completed Contractor Information Form (Attachment E)
- Acknowledgement of Receipt of Addenda (if applicable)
- Mid-Atlantic Purchasing Team Rider Clause (Optional)

5.1.2 Price Proposal

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 RFB and must be marked with the Offeror's name and address, the RFB number, and the closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. **All responses must comply with the sequence and items outlined in section 5.1.1** Failure to comply may result in rejection of offeror proposal. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and general conditions & instructions contained herein

5.2 Proposal Submittal Format

Proposal shall be submitted in the following format. The College reserves the right to reject any proposal not submitted in this format.

5.2.1 **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 multistep RFB.

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SECTION 5 – PROPOSAL SUBMISSION - continued

5.2.2 Qualifications Narrative

Offeror must submit a narrative of no more than five pages explaining how it meets each experience requirement listed Requirements Checklist (Attachment A). The narrative also must include the following:

- a. Resumes of key personnel who will be involved in the evaluation. Include their education and years of professional experience with evaluation.
- b. A narrative explaining the proposed approach to providing third-party evaluation services, including methods of gathering information and developing an understanding of each project, building relationships with grant project directors and teams, developing evaluation plans, collecting and analyzing data (including the processes or software used for data analysis), and creating timelines and reports.
- c. List at least three examples of evaluation projects of federal, state, or local programs you have accomplished. Include duration of work, grant amounts, and types of evaluation services provided, including the quantitative and qualitative evaluation process.
- d. Provide one sample pre-award proposal evaluation plan that you/your company has written. Private information redacted. This is separate from the narrative page limit.
- e. Provide one post-award work sample (survey, interview protocol, evaluation report) that you/your company has produced for a prior program evaluation. Private information redacted. This is separate from the narrative page limit.

5.2.3 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.

5.2.4 Subcontractor

The use of subcontractors will not be considered for this contract award.

5.2.4.5 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 must provide professional fees in hourly rates. Hourly rates will remain firm for the duration of the contract period. All hourly rates must include driving time to and from the job site, proper disposal of materials, paperwork, salary of employees, and profit. The hourly rate must also include overseeing and providing the work.

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 6 – PRICE PROPOSAL

| DESCRIPTION | TOTAL PRICE |
|---|-------------|
| Hourly rate to complete all service requirements listed herein (YEAR 1) | \$ _____/HR |
| Hourly rate to complete all service requirements listed herein (YEAR 2) | \$ _____/HR |
| Hourly rate to complete all service requirements listed herein (YEAR 3) | \$ _____/HR |
| Hourly rate to complete all service requirements listed herein (YEAR 4) | \$ _____/HR |
| Hourly rate to complete all service requirements listed herein (YEAR 5) | \$ _____/HR |

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

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

 Company Name Printed company Representative Name

 Title Authorized Signature Date

Montgomery College is tax-exempt. Certification provided upon request

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ATTACHMENT A – REQUIREMENTS CHECKLIST

Offerors must answer “**Yes**” or “**No**” to each requirement as to the firm’s ability to meet that particular requirement. Those Offerors that meet all experience requirements will advance to the next step of price review. **Refer to section 5.2.2 for additional instructions.**

| EXPERIENCE REQUIREMENT | MEETS | DOES NOT MEET |
|---|-------|---------------|
| 1. Five years of evaluation experience, including experience conducting program evaluations for institutions of higher education. Experience with National Science Foundation project evaluations, including outcome evaluations. | | |
| 2. A demonstrated track record in quantitative, qualitative, and mixed methods evaluation. | | |
| 3. Experience with formative and summative evaluation. | | |
| 4. Education and training in evaluation. | | |
| 5. Experience developing data collection tools. | | |
| 6. Demonstrated capacity to accomplish the external evaluation. | | |

 Company Name

 Printed company Representative Name

 Title

 Authorized Signature

 Date

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ATTACHMENT B – REFERENCES

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

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

| REFERENCE 3 | |
|-----------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone Number | |
| Email Address | |
| 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 – CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College. **Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.**

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

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ATTACHMENT D – NON-DEBARMENT ACKNOWLEDGEMENT

NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Montgomery College Board of Trustees or any employees of the College has any interest in the bidding company except as follows:

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery College should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

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ATTACHMENT E – 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:

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 F – NO PROPOSAL 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 College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850 |
|---|

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ATTACHMENT G – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor’s performance must be consistent with the specifications contained herein and the Contractor’s 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 G – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT G – GENERAL CONDITIONS AND INSTRUCTIONS-continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

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

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

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

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

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

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

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

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

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ATTACHMENT H – 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”).

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

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School Systems

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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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

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**MWCOG Rider Clause
Approval Form**

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

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

Participating Agency Name: _____

Contact Person: _____

Phone: _____ Email Address: _____

Solicitation/Contract Information:

Name Solicitation/Contract: _____ Lead

Agency/Contract Holder: _____

Contact Person: _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name: _____

Address _____

City/State/Zip _____

Contact Person: _____

Phone: _____ Email Address: _____

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

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: purchasing@mwkog.org