

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: VOCATIONAL TRAINING AND EMPLOYMENT SERVICES
BID NUMBER: E924-001
BID OPENING DATE AND TIME: August 25, 2023 @ 3:00 PM



ADDENDUM #1

Issued: August 18, 2023

PURPOSE OF ADDENDUM:

- To provide answers to all vendor questions. See following page.
- To replace original Price Proposal, with attached, “Revised Price Proposal”
- To replace original Section 5 “Required Submittals” section with attached, “Revised Required Submittals”

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 **August 25, 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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Vendor Question	Montgomery College Answer
Approximately how many refugees are expected to receive vocational training?	NA. Montgomery College will provide all vocational training
How many refugees in total are registered in MORA today?	NA. Montgomery College will provide all vocational training
Will a cybersecurity bootcamp training, which provides industry-recognized credentials (such as CompTIA) and placement services be considered a Vocational Training for this grant?	NA. Montgomery College will provide all vocational training
Is there a limit on the length of the vocational training program?	NA. Montgomery College will provide all vocational training
What would you consider as an optimal length of training?	NA. Montgomery College will provide all vocational training
What would you consider as an optimal length of training?	NA. Montgomery College will provide all vocational training
What are the eligibility requirements for a vendor to provide vocational training?	NA. Montgomery College will provide all vocational training
Our professional training programs are mainly remote, will that be acceptable?	NA. Montgomery College will provide all vocational training
Contract Information Form, item B.2. What is meant by minority classification?	Minority classification refers to sub category of minority firm. Examples include: Hispanic, Native American, Black, and Asian-Indian, etc.
How is a Minority Business Enterprise defined?	A business/firm/company that is at least 51% owned by any such individual listed above.

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

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REVISED

SECTION 7 – PRICE PROPOSAL

REMINDER: Submitted pricing cannot exceed grant award amount of \$367,672.

Line Item	Description	Annual Total Price
001	Annual Salaries & Wages, per assigned staff person (Attach breakdown for each position to include wage per hour). If a FT position is to be partially devoted to the grant, please note accordingly. NOTE: The annual total price is shall include a total annual budget for only those staff assigned to this grant. Please provide a separate document with total annual budget breakdown	\$
002	Associated Annual Contracted Services	\$
003	Associated Annual Supplies and Materials	\$
004	Other Associated Charges (attach breakdown for each charge)	\$
ANNUAL GRAND TOTAL:		\$

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive, qualified Offeror with the lowest submitted price that can meet the terms, conditions, and specifications of this solicitation.

Montgomery College is tax exempt, certification provided upon request

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

Company Name

Name

Title

Authorized Signature and Date

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SECTION 5 – VENDOR PROPOSAL SUBMISSION

5.2 Required Submittals

5.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Statement of Qualifications & Experience
- Proposed Services
- Staffing and Personnel
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Non-Debarment Acknowledgement (Attachment D)
- Conflict of Interest Form (Attachment E)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment G)-Optional
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

Price Proposal (Section 7)



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E924-001

RFP TITLE: VOCATIONAL TRAINING & EMPLOYMENT SERVICES

All bid responses MUST BE RECEIVED **electronically** by **3:00 EST local time, on August 25, 2023.**

Prices must remain firm for: **120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD**

Bid Bond Requirements: NONE

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

Pre-Bid Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS BID SOLICITATION

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/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, CPPB
Director of Procurement

NOTE: Prospective Offerors who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that 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 – RFP AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal (RFP) to provide Montgomery College with **vocational training & employment services** in accordance with all terms and conditions contained herein. In the event a noted special condition is contradictory to general condition, the noted 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 “Responders.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

1.2 Request for Proposal Schedule

It is the College’s intent to administer the RFP process for this project according to the schedule dates outlined below. The College reserves the right to alter schedule dates as may be determined necessary in the College’s best interests.

August 10, 2023	Issuance of RFP Document
August 17, 2023	Request for Clarification Deadline
August 25, 2023 (3:00PM – EST)	Vendor Proposal Submittal Deadline
October 1, 2023	Contract start date

1.3 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted **electronically**, no later than **3:00 p.m.** Eastern Standard Time (EST), on **August 25, 2023**, to vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time. No facsimile transmissions or email transmissions to other email addresses will be accepted.** 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. **See Section 5 Proposal Submission** for full detailed submission instructions and requirements.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted.

1.4 Contact Information

For purchasing or technical/clarification questions about this solicitation, please contact Patrick Johnson, Director of Procurement, at 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 **August 17, 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 – RFP AND CONTRACT INFORMATION - continued

1.5 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Offerors check this website for all posted addenda prior to submitting a bid response. Failure of Offerors to receive any issued addenda shall not relieve Offerors from any obligation or requirement listed in addenda.

All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

1.6 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.

1.7 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 RFP.

1.8 Submitted Pricing

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.

1.9 References

Offerors must submit three (3) references from current or former customers that have purchased similar products. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, mailing address, e-mail address, and telephone number. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the products mandated in this solicitation. The College reserves the right to reject a bid 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 nonresponsive one.

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SECTION 1 – RFP AND CONTRACT INFORMATION - continued

1.10 Proposal Evaluation

Proposals submitted in response to this solicitation will be evaluated 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 bid.
 - 1.10.1.2 Offeror is financially stable.
- 1.10.2 Offeror is **responsive** – Offeror follows bid 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 bid.
 - 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work and 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 Subcontractors

The College seeks bids from Offerors performing all requested services and will enter into an agreement only with the selected Offeror. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Offeror or Contractor desires to subcontract part of the services specified herein, the Offeror or 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 – RFP AND CONTRACT INFORMATION - continued

1.13 Contract Award

A contract award will be made in the best interest of the College to the highest ranked responsible, responsive Offeror who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. Award may be made in whole or in part whichever is in the best interest of the College.

1.14 Contract Term

The term of contract will be for one (1) year, from **October 1, 2023 through September 30, 2024**. At the sole discretion of Montgomery College, the contract may be renewed for four additional one-year options, providing service has been satisfactory, funds are available, awarded contractor has been in compliance with contract requirements, and in accordance with Maryland Office of Refugees and Asylees (MORA) guidelines.

1.15 Contract Documents

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

1.16 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.

1.17 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.

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SECTION 1 – RFP 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 awarded 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. Any agreed-upon modification or amendment must be in writing and signed by both parties.

1.19 Insurance Requirements

Upon executing the contract and within 10 days of notice of award, the Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor insurance will be primary and kept in full force during the term of the contract, including renewals, if any; such insurance 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, with the following minimum insurance coverage: Certificate of insurance is due within 10 days of notice of award.

Workers Compensation Insurance covering the Contractor's employees

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

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

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

Bodily Injury and Property Damage: \$300,000 combined single limit of bodily injury and property damage

- Contractual Liability – Premises and Operations
- Independent Contractors

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

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

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

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SECTION 1 – RFP AND CONTRACT INFORMATION - continued

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

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

1.20 Certificate of Liability Insurance

The Contractor shall furnish the College with 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. e924-001**. Current certificates must be provided to the College throughout the contract term.

1.21 Termination of Insurance

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

1.22 Contract Assignment

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

1.23 Contract Deadlines and Failure to Deliver

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

1.24 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Invoices must detail and describe all contract services provided. Minimally, each invoice shall include the following: the College Purchase Order Number, campus and building location. 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.

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SECTION 1 – RFP AND CONTRACT INFORMATION - continued

1.25 Contract Notice to Cure

The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions 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 for default.

1.26 Advertising

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College. No indication of purchase or use of goods or services by Montgomery College shall be used in Contractor's product literature or advertising without the prior written consent of the College.

1.27 Ownership of Documents and Information

All files, disks, photographs, etc., which are prepared by the successful Contractor and form a part of its services, are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of this contract. The successful Contractor is responsible for the protection and/or replacement of any original documents in its possession. All original documents must be returned to the College upon completion of the contract. All editorial materials, including but not limited to original copy, artwork, disks, photographs, proofs, corrected proofs, or CDs, etc. are the property of the College and must be returned following the completion of the contract. Original artwork, photographs, and copy may not be altered by the Contractor without the written approval of the College.

In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

1.28 Offeror's Proprietary and Confidential Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Offerors must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary."

It is not sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the Maryland

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Public Information Act. The College, by law, must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

1.29 Tobacco and E-Cigarette Policy

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

1.30 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.

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SECTION 2 – SUMMARY, BACKGROUND AND SCOPE OF SERVICES

2.1 Summary

Montgomery College has received a grant award under the FY 2024 Vocational Training & Employment Services (VTES), funded by the Maryland Department of Human Services (DHS), Family Investment Administration (FIA), Maryland Office for Refugees and Asylees (MORA), to provide education and employment services to legal refugees and asylees residing in Montgomery and Prince George’s counties. The purpose of these services is to promote economic self-sufficiency for refugees and asylees through training and employment services. Award funding to the Vendor is subject to the review and approval of documents required by MORA. The College will provide education and training services and seeks a Vendor to provide related employment services. **NOTE: Total grant award amount is \$367,672.**

2.2 Background

The Maryland Office for Refugees and Asylees (MORA), under the auspices of the Maryland Department of Human Services (DHS), Family Investment Administration (FIA) is committed to assisting eligible populations achieve economic self-sufficiency and social integration. Maryland observes the Public-Private Partnership (PPP) model for administering Refugee Support Services (RSS) funded by the federal Department of Health and Human Services (DHHS), Office of Refugee Resettlement (ORR), which allows MORA to achieve its vision through a wide variety of interventions. These include temporary financial and medical assistance, employability services, English language and/or vocational training, assistance with accessing community resources, outreach, case management, and other support services that address or reduce client barriers.

The Vocational Training and Employment Services (VTES) program is designed to enable employable clients to achieve economic self-sufficiency through job placement and career laddering services, Vocational Training (VT), development of employability skills, and removal of barriers to employment. Eligible participants will receive customized services based on their needs and goals, as well as comprehensive case management and follow-up assistance to ensure both short-term and long-term success in their careers in the U.S. Providers are required to develop service models appropriate to the evolving refugee/humanitarian immigrant landscape, with sufficient support and appropriate capacity to serve both anticipated arrivals as well as new and/or unanticipated populations. This is achieved through active outreach to identify and serve all potentially eligible clients and equitable programming that serves the needs of all vulnerable families.

2.3 Definitions

- 2.3.1 Case management:** Services that, as defined in [45 CFR § 400.2](#) for clients who are considered employable under [45 CFR § 400.76](#), are directed toward a client’s attainment of employment as soon as possible. This includes the determination of which service(s) to refer a client to, referral to such service(s), and tracking of the client’s participation in such service(s) through a collaborative process to meet the needs of the entire family.
- 2.3.2 Client:** An individual with a verified ORR-eligible status who is age 16 or older and has completed all enrollment documentation required for VTES services.
- 2.3.3 Contextualized English Language Instruction (ELI):** To ensure client success, all VT must incorporate some form of contextualized ELI, which can be provided in a variety of forms such as co-teaching, bridge courses, companion courses, and tutoring.

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- 2.3.4 Date of Eligibility:** The date on which a client obtains an ORR-eligible immigration status which renders them eligible for VTES and other refugee services, such as a date of arrival/entry for refugees and SIV holders or date of asylum approval for asylees.
- 2.3.5 Date of Enrollment:** The date on which a client completes and signs required VTES intake forms, including the Participant Agreement Form, conferring their enrollment.
- 2.3.6 Employable:** A client aged 16 or older who desires gainful employment, is not a full-time student in elementary or secondary school (except for a student who is interested in obtaining part-time or temporary employment, such as during summer break), and is authorized for employment in the U.S.
- 2.3.7 Employed:** An employable client reported as legally employed in the U.S.
- 2.3.8 Family Self-Sufficiency Plan (FSSP):** A plan developed by the client and staff, which details steps that the client and assigned provider(s) will take to remove barriers to employment for the client and/or their family, and ultimately secure a job for a client in the shortest time period possible, in adherence to ORR Policy Letter (PL) [19-07](#).
- 2.3.9 Formal Employment:** Employment which is reported to governing authorities (i.e., Internal Revenue Service) for the purpose of taxation and other legal requirements.
- 2.3.10 Full-Time (FT):** FT is defined as working 35 hours or more per week. If a client has 2 part-time jobs equaling 35 hours or more per week, they can be counted as FT.
- 2.3.11 Individual Employability Plan (IEP):** [Per 45 CFR § 400.79](#), an IEP must be developed as part of an FSSP for employable clients. The IEP must be designed to match the client’s strengths and goals with available training and career opportunities and pathways.
- 2.3.12 Informal Employment:** Informal employment refers to the part of employment which is not recorded because enterprises do not report it for various reasons.
- 2.3.13 Limited English Proficient (LEP):** Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered LEP. An LEP client may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other proficiencies (e.g., reading or writing).
- 2.3.14 Non-Compliance:** A client’s failure to adhere to the requirements of the VTES program. Examples of non-compliance include, but are not limited to, clients refusing to accept reasonable job offers, failing to communicate with resettlement staff, not attending required training including ESOL, quitting a job without first informing resettlement staff, and clients failing to adhere to their responsibilities as outlined in the FSSP.
- 2.3.15 Part-Time (PT):** PT employment is defined as working less than 35 hours per week.
- 2.3.16 Refugee:** For the purposes of this Scope of Work, the term “Refugee” refers to Refugees, Asylees, Certified Victims of Trafficking, Cuban or Haitian Entrants/Parolees, Certain Amerasians, Special Immigrant Visa (SIV) holders, Ukrainian or Afghan Humanitarian or SI/SQ Parolees. May also be called “ORR-eligible” or “Humanitarian Immigrants”.
- 2.3.17 Self-Sufficient/Self-Sufficiency:** A client is determined to be self-sufficient or to have achieved self-sufficiency when they earn a total income that is equal to or greater than 200% of the Federal Poverty Level (FPL) and can meet all basic expenses.
- 2.3.18 Vocational Training (VT):** VT can encompass classroom or on-the-job training designed to assist clients in finding an initial job or a job upgrade. VT must include contextualized ELI as well as the potential to obtain industry-recognized credentials.

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2.4 Services Requirements

All general services required under this contract include the following:

2.4.1	Provide services in accordance with 45 CFR § 400 .
2.4.2	Comply with all terms and conditions of 2 CFR § 200 and 45 CFR § 75 .
2.4.3	Provide services in a manner that is culturally and linguistically appropriate, and which facilitates equity to ensure that all ORR-eligible populations, regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s), receive fair treatment, equal access, and opportunity, while identifying and eliminating barriers that may prevent their full participation.
2.4.4	Provide language interpretation services to Limited English Proficient (LEP) clients in accordance with applicable State and Federal regulations: <ul style="list-style-type: none"> a. The Vendor shall note the use of an interpreter in the case file for all clients who have been identified as LEP. b. The Vendor shall translate all documents requiring client signatures into the languages of the primary caseload. The Vendor shall provide appropriate translated documents to the client at the time of enrollment, and file a signed copy of the English version in the client’s case file.
2.4.5	Participate in all MORA meetings and State-convened task forces, including Consultations, the Skilled Immigrant Taskforce, working groups, trainings, and any other meetings with MORA and other providers.
2.4.6	Prepare and submit accurate and timely reports and invoices according to the protocols established by MORA at the start of the Grant period.
2.4.7	Develop Standard Operating Procedures (SOPs) and documentation in order to determine and verify eligibility of all clients for services, and to assess client barriers, needs, and goals.
2.4.8	Employ designated, paid staff members who are responsible for providing or overseeing the provision of the program.
2.4.9	Train staff on program requirements as stated in this Scope of Work, the MORA Database Manual, and any other MORA-issued documents.
2.4.10	Notify MORA personnel within 5 business days of any staff changes, such as when staff funded through this Grant have been terminated or substituted, and/or when new staff have been hired (for which a resume or short description of the staff background must be sent).
2.4.11	Conduct active outreach to ensure that eligible individuals who are not assigned a resettlement agency (RA) have access to services. This includes refugees past their initial resettlement period, asylees, secondary migrants, Victims of Trafficking, SIV holders, Cuban and Haitian Entrants, and Ukrainian Humanitarian Parolees.
2.4.12	Network with employers and other entities such as American Job Centers, community colleges, training providers, and Local Departments of Social Services (LDSS) to secure employment for clients.
2.4.13	Cooperate with other MORA providers, including RAs and community colleges, to share information about common clients and ensure services are not duplicated.

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2.5 Eligibility Requirements

Vendor shall adhere to the following eligibility criteria:

2.5.1	Geographic Restrictions	<p>VTES Services are provided to ORR-eligible populations who reside in Maryland. Each Vendor is able to serve clients residing in the same service area as the Vendor’s office location. VTES programming is provided in the following geographic service areas where the majority of ORR-eligible populations reside:</p> <ul style="list-style-type: none"> a. Baltimore Metropolitan Area (BMA): Baltimore City, as well as Anne Arundel, Baltimore, Carroll, Harford, and Howard Counties. b. Suburban Washington Area (SWA): Montgomery and Prince George’s Counties. <p>If a Vendor wishes to serve a client with residency outside the Vendor’s approved service area, the Vendor shall submit a written request to Montgomery College VTES Grant Program Manager or designee. The request shall include the Refugee’s name, alien number, home address, and justification for the request. A Vendor shall not enroll a Refugee outside its authorized service area without prior approval.</p>
2.5.2	General Eligibility	<ul style="list-style-type: none"> a. Clients must meet one of the following status criteria outlined in 45 CFR § 400.43, ORR PL 16-01, ORR PL 22-02, ORR PL 22-13, and any other categories designated by ORR: <ul style="list-style-type: none"> 2) Individual(s) paroled as a Refugee or Asylee under section 212 (d) (5) of the Immigration and Naturalization Act. 3) Individual(s) admitted as a Refugee under section 207 of the INA. 4) Individual(s) granted asylum under section 208 of the INA. 5) Cuban or Haitian entrants, in accordance with 45 CFR Part 401. 6) Certain Amerasians from Vietnam who are admitted to the U.S. as immigrants pursuant to section 584 of the Foreign Operations, Export Financing, and Related Appropriations Act, 1988. 7) Victim of a severe form of trafficking with a certification letter from the U.S. Administration for Children and Families. 8) Special Immigrant Visa (SIV) holders from Iraq or Afghanistan. 9) Afghan nationals with Special Immigrant (SI/SQ) or Humanitarian Parole, or with SI Conditional Permanent Residence. 10) Ukrainian nationals or individuals who habitually resided in Ukraine granted parole into the U.S. between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for public benefit, known as Ukrainian Humanitarian Parolees (UHPs). 11) Lawful permanent residents provided the individuals previously held one of the statuses identified above. b. Clients must be 16 years of age or older. c. Clients must have resided in the U.S. for 60 months (5 years) or less.

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		<ul style="list-style-type: none"> d. Clients must be determined Employable by the Vendor e. Clients must need assistance in reaching self-sufficiency. f. Clients who meet any of the following criteria are ineligible for VTES: <ul style="list-style-type: none"> 1) Humanitarian or public interest parolees who are not from Cuba, Haiti, Ukraine, or Afghanistan. 2) Asylum seekers who have not yet been adjudicated as asylees. 3) Naturalized U.S. citizens. 4) Anyone who does not possess an ORR-eligible immigration status. 5) Cuban/Haitian Entrants who cannot apply for or be granted employment authorization, per ORR PL 19-06.
2.5.3	MORA Employment Program Eligibility	<p>All Vendors must comply with the following rules in regard to clients who have access or plan to access other MORA-funded employment programs:</p> <ul style="list-style-type: none"> a. In order to reduce duplication of services, individuals actively receiving VTES services may not access services under the RSS Employment Program, Refugee TANF Coordination Program, or Matching Grant. b. RSS Employment Program recipients who have achieved 90 days of job retention may enroll in the VTES Program for services not available through other RSS programming. Individuals who close out of RSS for non-compliance can enroll in VTES only after 60 days of RSS Employment case closure. c. If a family member is enrolled in VTES, the Vendor may provide case management services to other individuals in the same household unit. d. While clients may typically not enroll in the Extended Case Management Program during their VTES service period, they may do so to access Afghanistan Supplemental Appropriation (ASA) services such as housing or legal assistance.

2.6 Employment Service Provision Requirements

The ultimate goal of VTES is to assist employable clients to reach self-sufficiency through placement into employment and development of long-term career pathways.

Clients will typically complete the following four-stage process: (1) intake and assessment, in which client skills and needs are evaluated, including the potential need for vocational training; (2) case management services to remove barriers identified during intake and assessment; (3) job development and placement, which matches clients with appropriate employment; and (4) follow-up consultations that ensure mutual satisfaction of both clients and employers over a 90-day period. Additionally, employment upgrade services can be provided to clients seeking jobs with higher wages or in a specific field.

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The Vendor shall adhere to the following requirements:

2.6.1	<p>Adhere to the following order of priority for service provision as outlined in 45 CFR § 400.147, which must be followed except in certain extreme circumstances (such as when the individual seeking services is facing homelessness):</p> <ol style="list-style-type: none"> a. All newly arriving clients during their first year in the U.S., who apply for services. b. Clients who are receiving cash assistance. c. Unemployed refugees who are not receiving cash assistance. d. Employed refugees in need of services to retain employment or to attain economic independence.
2.6.2	<p>Provide a comprehensive pre-employment orientation to clients to ensure all clients are properly prepared for work and have the skills necessary to succeed in a U.S. work environment. The employment orientation shall be culturally and linguistically appropriate and address topics tailored to meet the diverse needs of clients, such as:</p> <ol style="list-style-type: none"> a. Need for and advantages of early employment. b. Minimum wage. c. U.S. worker’s rights and responsibilities. d. Payment options (direct deposit vs. check). e. Balancing work and personal responsibilities. f. Benefit of having all able-bodied adults working. g. Common tax withholdings. h. Employer-provided health insurance and other benefits. i. Unemployment insurance. j. Employer expectations; and k. Career laddering and obtaining job upgrades.
2.6.3	<p>Provide clients with the following services:</p> <ol style="list-style-type: none"> a. Intake and Employability Assessment: After determining a client eligible for service provision, the Vendor must develop an FSSP along with an Individual Employability Plan, in consultation with the client, to analyze what services and barrier removal strategies are needed for the client to obtain employment. The type of services received by each client shall reflect their individual skills, needs, goals, and barriers documented during the intake and assessment process. A pre-employment budget must also be completed. To streamline VTES services, the Vendor and the College shall observe a centralized intake process where only one entity conducts all intake and assessments, rather than multiple entry points. b. Vocational Training: At intake, a client’s need for VT should be assessed. Depending on client interest, English Language level, and the need for training to obtain a job or a job upgrade, short-term and/or long-term VT offerings may be developed that lead to directly to employment placement. Such trainings may be provided by the College, the Vendor directly, external

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	<p>providers, and/or in consultation with employers (including apprenticeship programs). The following items must be included in VT offerings:</p> <ol style="list-style-type: none"> 1) Contextualized ELI, which must be provided by instructors with experience teaching English Language Learners and/or with a Teaching English to Speakers of Other Languages (TESOL) degree or related certification. 2) Potential for client to obtain industry-recognized credentials following completion of the VT course. VT offerings must be developed in consultation with ORR-eligible communities and employers, with special attention paid to local Labor Market Information.
<p>2.6.4</p>	<p>Case Management services: The Vendor shall provide ongoing case management services to the client to facilitate the removal of employment barriers and address the needs identified in the FSSP. The following is a list, which is not exhaustive, of potential types of referrals, follow-up, and case management assistance that may be provided to clients in need of:</p> <ol style="list-style-type: none"> a. Assistance with addressing childcare as a barrier to employment, this includes but is not limited to help with accessing childcare vouchers, informal childcare arrangements, Head Start programs, and others. b. Assistance with understanding and accessing public transportation. c. Assistance in obtaining Employment Authorization Documents (EADs). d. Referral to and follow-up on enrollment and attendance in ESOL classes. e. Information and consultation regarding career pathways. f. Assistance accessing the Maryland Energy Assistance Program (MEAP) which helps low-income individuals pay for the cost of utilities, and other programs offered by the Maryland Office of Home Energy Programs (OHEP). g. Assistance with accessing the Housing Opportunity for People with AIDS (HOPWA) which provides housing assistance to people with HIV and AIDS. h. Assistance with accessing health care (both physical and/or mental health), particularly if the client has a medical condition that limits his or her ability to obtain and maintain employment. i. Assistance with accessing domestic violence resources, as needed. j. Skill recertification and/or overseas credential evaluation. k. Any other case management necessary to meet the needs of the client and ultimately place them in employment.
<p>2.6.5</p>	<p>Job Placement Assistance: The Vendor shall help clients apply for jobs, facilitate and coordinate job interviews, prepare clients for interviews, prepare resumes and cover letters, provide transportation during job search activities, and inform employers about client's</p>

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	eligibility to work in the United States.
2.6.6	<p>Post-Placement Assistance: Post-Placement Assistance is required to ensure' success and long-term relationships with employers. For each client who obtains a job (whether through the Vendor's help or on his or her own), the Vendor shall:</p> <ul style="list-style-type: none"> a. Contact both the employer and the employed client within 2 weeks of placement and at 90 days after job placement to identify and assist in resolving any adjustment issues. b. Continue to assist the client in removing barriers to employment upgrades as specified on his or her FSSP; and c. Create a post-employment budget to assist the client in understanding their basic expenses and income. This budget, in comparison to the pre- employment budget, should demonstrate whether the client has achieved self-sufficiency, with the income(s) from employment, at minimum, equal or greater than expenses, in addition to higher than 200% of FPL.
2.6.7	Job Upgrades: The Vendor may assist clients in obtaining job upgrades. The Vendor may also help these clients identify financial resources available for professional recertification, additional education, or training, depending on need.
2.6.8	Credential Evaluation: The Vendor may provide clients with information on services that evaluate foreign-origin credentials (e.g., diplomas or professional licenses) and offer clients with education in a field that requires licensing in Maryland information regarding re-licensing in their field of expertise, if appropriate.
2.6.9	Direct Assistance: The Vendor may provide clients with direct assistance in the form of transportation assistance, childcare subsidies, vocational training scholarships, and uniform assistance. If a Vendor wishes to offer any other type of direct assistance to a client, the Vendor shall submit a written request to the Montgomery College VTES Grant Program Manager or their designee. The request shall include the client's name, alien number, type of assistance requested, and justification for the request. Such assistance may only be paid to third-party vendors.

2.7 Special Considerations:

- a. Subsidized employment and on-the-job training may only be counted as a job placement when all subsidies end, and the client retains formal employment.
- b. Clients who enroll in programs such as JobCorps and YouthBuild should cease receiving VTES services upon beginning such a program.
- c. Only formal employment will be countable toward VTES outcomes. State funds may not be used, under any circumstance, to place clients in informal employment arrangements, such as "under the table" work, or any employment not reported to authorities and in which both the employee and the employer do not pay payroll taxes. Such jobs cannot be reported as placements.
- d. Two or more part-time positions totaling 35 hours or more per week may be counted as one full-time job placement

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2.8 Case File Documentation

The Vendor shall adhere to the following requirements:

A. Maintain Proper Case File Storage:

- 2.8.1** Safeguard the confidentiality of clients by ensuring that all case files and their contents are stored securely, where only authorized individuals may gain access.
- 2.8.2** Vendors may integrate VTES documentation in the same case file as other programs, but VTES documents must be clearly labeled. Each case file must contain a checklist identifying VTES case documents.
- 2.8.3** Retain case files for at least 3 years following client discharge from the program.

B. Ensure Case Files Contain the following documentation, at a minimum:

2.8.4	Proof of Immigration Status: Vendors are required to verify all clients have an ORR-eligible immigration status prior to enrollment into the VTES program using the list of acceptable documents identified on the ORR website . Such documentation should be in each client’s case file within 5 days of enrollment. In circumstances where individuals admitted through the U.S. Reception & Placement (R&P) program may experience delays in receiving I-94 documents, the Vendor has up to 45 days from enrollment to file a copy of the I-94.
2.8.5	Acceptable proof of residency: Acceptable proof of residency documentation in an eligible jurisdiction consistent with the client’s residential address may include a lease, utility bill, signed shared shelter agreement, or MORA Residency Verification Form (Attachment A) signed by a landlord or sponsor (when appropriate). A full list of documents may be found in MORA Memo 21-06. Other documentation may be accepted upon request to and approval by MORA. If a client moves, new verification must be obtained and updated in the case file.
2.8.6	Participant Agreement Form: This form must summarize services provided under the VTES program, what the client can reasonably expect from the Vendor, what the Vendor expects from the client, grievance policies, and an outline of consequences and procedures for Non-Compliance. The Vendor shall obtain the client’s signature on this form prior to providing services and maintain a signed copy in the client’s case file. It should be signed by both the client and staff. If possible, this should be provided in the client’s language.
2.8.7	MORA Consent and Release of Information form: Client must sign to release information to MORA and other resettlement affiliates (Attachment B). This form should be provided in the client’s primary language
2.8.8	Family Self-Sufficiency Plan and Individual Employability Plan: The digital FSSP and IEP must be completed in the MORA database upon enrollment of the primary client into the program and include each member of the family with a description of barriers and goals for both employable clients and the household, per ORR PL 19-07 as well as 45 CFR 400 Subparts F and I . The following portions of the IEP <u>must</u> be completed for all employable clients to document their basic employability skills at intake, and again 12 months after intake to demonstrate whether there has been any improvement based on the provision of services: <ul style="list-style-type: none"> a. English ability (spoken, based on initial review) b. Education level

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	<ul style="list-style-type: none"> c. Employment status d. Initial primary goal (such as employment) e. Initial referral relevant to primary goal (such as RSS Employment) f. Employment history (for previous jobs in home country and/or U.S., with short description of responsibilities and skills) g. Short-term and/or long-term goals h. Barriers to employment, referrals to address these, and whether the barriers have been resolved <ul style="list-style-type: none"> • Case notes and services must be consistent with this section <p>The FSSP must be treated as a living document to track client progress in achieving client goals and addressing barriers identified in the initial FSSP/IEP. Follow-up on FSSP progress must be conducted at minimum 6- and 12-months post-enrollment, as well as program closure, to assess progress on goals and barriers identified during intake and assessment.</p>
2.8.9	Budgets: The case file shall contain a household budget documenting itemized expenses and income at intake and by the 90 th day of retention.
2.8.10	Pre-Employment Orientation: Vendors shall document in the case file when a client has received an orientation (Job Readiness Training, JRT, or for clients transitioning from RSS Employment to VTES, Advanced JRT), the topics covered during that orientation session, and setting, i.e., group orientation or individual.
2.8.11	Vocational Training documentation: If a client is enrolled in VT, the date, type, number of hours, and provider of the training program shall be indicated in the case file and in the applicable section of the MORA database. Documentation of the English level required to enroll in the VT course must be included.
2.8.12	Job Placement documentation: A Job Placement Form is required for each placement, and/or the applicable section of the MORA database filled in with the job start date, employer's name, employer's address and contact information (supervisor name and phone number), whether or not the job offers health benefits, number of hours worked/week, and hourly wage.
2.8.13	<p>Employment Verification: Acceptable verification includes pay stub, Employment Verification Form, Employment Offer Letter from employer, or email from employer. Employment verification should include average hours worked per week, start date, pay rate, and if benefits are available.</p> <p>2.8.13.1 For clients who work different hours each week, paystubs for one month of work must be obtained in order to average the number of hours worked per week to determine if the placement is considered full time or part time.</p> <p>2.8.13.2 Monthly earnings are calculated based on 4.3 weeks of earned income.</p>
2.8.14	<p>Case Notes: Documentation of regular contact with the client must be recorded in case notes in the MORA database. Each note should include the type of contact (e.g., in person, phone, email) and a concise summary of the interaction. Case notes should be included for the following services, at a minimum:</p> <ul style="list-style-type: none"> 2.8.14.1 Intake/Enrollment in the program 2.8.14.2 FSSP Assessment 2.8.14.2 Pre-employment orientation 2.8.14.3 Provision of case management services, including follow-up on services 2.8.14.4 Referrals to internal or external services

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<p>2.8.14.5</p> <p>2.8.14.7</p> <p>2.8.14.8</p> <p>2.8.14.9</p> <p>2.8.14.10</p> <p>2.8.14.11</p> <p>2.8.14.12</p> <p>2.8.14.13</p>	<p>Referrals to English Language Training and/or Vocational Training, and whether client was enrolled in any training programs</p> <p>Confirmation if/when a client has obtained a Social Security card and Employment Authorization Document</p> <p>Pre-Employment Orientation</p> <p>Job search and placement activities</p> <p>Job placement and/or 90-day retention</p> <p>Post-placement activities</p> <p>Closure from the program</p> <p>Re-enrollment (if applicable) in the program</p>
2.8.15	Referrals: Any referral to internal or external supplemental services must be documented in the case file, either through referral forms, case notes, or receipt of services. Additionally, follow-up on referrals and tracking of client’s participation in services must be documented.
2.8.16	Direct Assistance Supporting Documents: Receipts of any direct assistance must be included.
2.8.17	Close-Out Letter: When a client stops receiving VTES services, they must be notified through a letter that details the date of service cessation, the reason for service cessation, and contact information for nearby mainstream employment service providers, such as American Job Centers.

2.9 Performance Measurements

In addition to the minimum enrollment goal proposed by each Vendor based on national and statewide arrival trends for both anticipated and unanticipated populations, Vendors shall meet the following minimum performance standards:

Performance Measurement	Minimum Standard
Clients placed into employment by the end of the grant period	70%
Full-time job placements	80%
Clients receiving TANF/TCA reporting decrease in monthly benefits at 90 th day of job retention	70%
Clients receiving RTCA reporting decrease in monthly benefits at 90 th day of job retention	50%
Clients who reach 90 Day Retention in their job placement	85%
Average hourly wage for FT placements	\$13.50 for the BMA \$14.50 for the SWA
VT participants who complete a training	80%
Clients who complete VT and obtain related employment	75%

NOTE: Only one job placement (FT or PT) shall be counted per client per Fiscal Year, and full-time and part-time placements shall be indicated separately on Program reports.

The employment services caseload goal is 180 clients.

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2.10 Performance, Monitoring and Termination of Fund

2.10.1	The Vendor shall regularly monitor each case file to ensure that its staff is adhering to the VTES processes and requirements.
2.10.2	The College and MORA will assess performance and quality of services provided through on-site monitoring, and review of invoices and reports submitted by the Vendor. The Vendor shall meet with the College as needed to review services.
2.10.3	Upon request, the Vendor shall make case files available to the College, State and Federal staff authorized to inspect such records to monitor performance and conduct audits.
2.10.4	The College and MORA intend to conduct annual monitoring visits of all Vendors and reserves the right to schedule additional visits if invoices and/or reports contain errors or there are concerns regarding the delivery of services. The College and MORA also reserves the right to conduct a review of files at any time during the Grant period. If a monitoring visit results in findings of substantial administrative error or programmatic under-performance, the College or MORA may request the Vendor submit a Corrective Action Plan (CAP), which the College or MORA will review to ensure all findings/recommendations are sufficiently addressed. If the Vendor fails to remedy any compliance issues, MORA may terminate the contract.

2.11 Reporting

2.11.1	<p>The Vendor shall provide a semi-annual performance report utilizing the MORA Semi- Annual Performance Report template along with a data report through the Qlik application, to the VTES Project Manager, Adaora Nwigwe at Adaora.Nwigwe@montgomerycollege.edu , on or before the due dates below based on each period and fiscal year services were provided:</p> <table style="margin-left: 40px; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Reporting Period</u></th> <th style="text-align: left;"><u>Date Due</u></th> </tr> </thead> <tbody> <tr> <td>October 1 - March 31</td> <td>April 1</td> </tr> <tr> <td>April 1 – September 30</td> <td>October 1</td> </tr> </tbody> </table>	<u>Reporting Period</u>	<u>Date Due</u>	October 1 - March 31	April 1	April 1 – September 30	October 1
<u>Reporting Period</u>	<u>Date Due</u>						
October 1 - March 31	April 1						
April 1 – September 30	October 1						
2.11.2	In the event that an audit or review of the Vendor’s financial operations results in a finding that relates to VTES, the Vendor is required to submit those findings to the College and MORA’s State Project Manager no later than 45 calendar days following the date when the review/audit findings were shared with the Vendor.						
2.11.3	The Vendor shall use MORA’s online database as its primary data repository for documentation of all services rendered to clients through VTES. The database must be updated regularly to document each client’s enrollment status (including an updated Enrollment Date during the fiscal year for clients who carry over) and all services they have received through case notes.						
2.11.4	<p>The Vendor must ensure that the following documents are uploaded to or completed in the MORA database for each client at the time of program enrollment:¹</p> <ul style="list-style-type: none"> 2.8.14.2.1 VTES Participant Agreement Form 2.8.14.2.2 MORA Consent and Release of Information Form 2.8.14.2.3 Proof of Immigration Status 2.8.14.2.4 Residency Verification 2.8.14.2.5 Family Self-Sufficiency/Individual Employability Plan (including all required intake portions). 						

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2.11.5	<p>The Vendor must ensure that job placement and 90-day retention is accurately captured for all clients in the database. This includes ensuring that employment verification documents are uploaded to the MORA database within 90 days of placement to verify job retention, as well as a completed FSSP that identifies which goals were or were not met at closure.</p> <p>¹ Documents are uploaded and stored in the MORA database by program type and document type. Once uploaded, documents are visible to all database users. It is the responsibility of each Vendor to confirm whether the required documents were previously uploaded, or need to be uploaded at the time of program enrollment. A document does not need to be uploaded more than once. With the exception of different forms of employment verification and the Participant Agreement Form, the Vendor enrolling a client in any MORA program for the first time is responsible for uploading all the documents described above.</p>
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2.12 Invoicing

2.12.1	The Vendor shall provide the College with monthly expenditure reports by the 25 th of the month following the close of each report month.
2.12.2	The Vendor shall attach supporting documents for expenditures with each invoice. Incomplete monthly invoices cannot be processed for payment until the Vendor provides the required information. The College will review the invoices and supporting documentation and submit the invoice for payment upon verification of accuracy and sufficiency. All invoices for services shall be signed by the Vendor and submitted to Ms. Cathy Giovannetti, Finance Director, Montgomery College at cathy.giovannetti@montgomerycollege.edu within 10 after the close of each report month.
2.12.3	The College reserves the right to reduce or withhold payment in the event the Vendor does not provide all required reports and/or deliverables within specified time frames or in the event the Vendor otherwise materially breaches the terms and conditions of the contract until such time as the Vendor brings itself into full compliance.

2.13 Payment Terms & Billing

The College will pay the Vendor according to a fixed cost contract. The Vendor will submit monthly invoices based on actual program expenditures. MORA will reimburse the Vendor only up to the total budget of the Grant.

2.14 Project Manager

The Vendor shall identify an individual to serve as the VTES Project Manager to oversee the daily operations of the program and be available daily to discuss the same during monitoring visits and other program-related meetings. This includes coordination, implementation, and ensuring compliance with award requirements, including submission of reports and invoices, and the provision of services to clients.

2.15 Montgomery College Project Manager

The Montgomery College VTES Project Manager is Ms. Adaora Nwigwe. Vendors may reach Ms. Nwigwe by email at Adaora.Nwigwe@montgomerycollege.edu.

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SECTION 2 – SUMMARY, BACKGROUND AND SCOPE OF SERVICES - continued

2.16 State Project Manager

The State Project Manager is Myat Lin, the Director of MORA. Vendors may reach Mr. Lin by email at Myat.Lin@maryland.gov.

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SECTION 3 – TECHNOLOGY REQUIREMENTS

3.1 Network and Hosting Requirements

The proposed technology solution will be hosted by the Vendor or by a qualified third-party Vendor. The Vendor or its subsidiaries or subcontractors shall not transmit data on or through the College network or any devices that are a part of that network or store data on any devices that are part of that network. The College requires that all of its data be stored in the continental U.S. To review Montgomery College Information Technology Standards, visit: https://info.montgomerycollege.edu/offices/information-technology/it-security/it_standards.html.

3.2 Data Protection

All college vendors or potential vendors who provide technology resources or services in the form of software, hardware, electronic content, or support documentation and services as well as those vendors who host and/or process College data in support of service offerings must provide evidence of its security program and posture prior to contract award. This may include the satisfactory completion (as determined by Montgomery College IT Security personnel) an associated questionnaire(s) on security and privacy controls, and/or provide supporting documentation, e.g. SOC 2 report.

3.2.1 Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Vendor acknowledges that its performance of Services under the Agreement may involve access to Confidential Information of the College including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state, federal and/or international laws/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and the Payment Card Industry Data Security Standards promulgated by the PCI Security Standards Council; and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as well as any national, state or territorial implementations of such laws (as may be amended, superseded or replaced) (collectively, "GDPR"). Vendor agrees to comply, and require subcontractors to comply, with all applicable federal, state and international laws and industry standards restricting the access, use and disclosure of Protected Information.

3.2.2 Prohibition on Unauthorized Use or Disclosure of Protected Information

Vendor agrees to hold the College's Protected Information, and any information derived from such information, in strictest confidence. Vendor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by the College, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Vendor will notify College in writing within one business day upon receiving notice of such requirement and prior to any such disclosure, to give College an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the College does not otherwise oppose or respond to the disclosure notice, Vendor shall provide to the College a copy of any Protected Information disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by the College.

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SECTION 3 – TECHNOLOGY REQUIREMENTS - continued

Notwithstanding any other provisions of this Agreement, this Section does not prohibit or limit Vendor from any use or disclosure of any information that may be the same as any Protected Information but which Vendor can demonstrate by documentary evidence was (i) properly obtained by Vendor without access to, reference to or use of any Protected Information, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Information.

3.2.3 Safeguard Standard

With respect to the College's Protected Information, Vendor shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the College's Protected Information, and that are reasonably designed to help protect the College's Protected Information from unauthorized access, use, modification, disclosure or destruction. If the Vendor discovers a breach of its security system, Vendor shall notify the College in accordance with the requirements of MD State Gov't. Article, §10-1305, or successor provision and shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Information electronically from individuals on behalf of the College, Vendor shall utilize a privacy statement or notice in conformance with such principles.

Vendor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Information. While Vendor has responsibility for the Protected Information under the terms of this Agreement, Vendor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

1. All facilities used to store and process Protected Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Vendor components must employ TLS 1.2 or greater for all College data in-transit including any website or application portal. All data at rest must be encrypted using at least the industry standard encryption algorithm AES-128 or greater.
3. Vendor will require its employees and those of its affiliates and subcontractors to use multi-factor authentication to connect to all partner and sub-contractor systems that handle College data (at rest or in transit).
4. Vendor will use industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in providing Services under this Agreement.
5. Vendor shall not store or process Protected Information outside of data centers located in the United States.

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SECTION 3 – TECHNOLOGY REQUIREMENTS - continued

6. Vendor must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.

3.2.4 Return and Destruction of Protected Information

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Protected Information to College in an agreed upon format, and Vendor must destroy any copies of Protected Information remaining within its possession or control. This provision shall also apply to all Protected Information that is in the possession or control of affiliates or subcontractors of Vendor. Such destruction shall be accomplished by “purging” or “physical destruction” in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to College that such return and destruction has been completed. Vendor’s affiliates and subcontractors must also make such certification to College.

3.2.5 Breaches of Protected Information

For purposes of this section, the term “Breach,” has the meaning given to it under the applicable state, federal or international law and/or regulation.

1. Reporting of Breach.

Within one business day upon discovery of a confirmed Breach, Vendor shall report in writing to the College. In no event shall the report be made more than two (2) business days after Vendor knows a Breach has occurred. In the event of a suspected Breach, Vendor shall keep the College informed regularly of the progress of its investigation until the uncertainty is resolved.

Vendor’s report shall identify:

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Information accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known).
4. What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure.
6. Vendor shall provide such other information, including a written report, as reasonably requested by the College.

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SECTION 3 – TECHNOLOGY REQUIREMENTS - continued

2. Coordination of Breach Response Activities.

In the event of a Breach, Vendor will:

1. Immediately preserve any potential forensic evidence relating to the Breach;
2. Promptly (within 2 business days) designate a contact person to whom the College will direct inquiries, and who will communicate Vendor responses to College inquiries;
3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore College service(s) as directed by the College, and undertake appropriate response activities;
4. Provide status reports to the College on Breach response activities, either on a daily basis or a frequency approved by the College;
5. Coordinate all media, law enforcement, or other Breach notifications with the College in advance of such notification(s), unless expressly prohibited by law;
6. Make all reasonable efforts to assist and cooperate with the College in its Breach response efforts; and
7. Ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in College-initiated meetings and/or conference calls regarding the Breach.

3. Costs Arising from Breach

In the event of a Breach (including of payment card data) by the Vendor or its staff, affiliates, or subcontractors, Vendor agrees to promptly reimburse all costs to the College arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of College personnel responding to Breach, civil or criminal penalties levied against the College, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the College.

3.2.6 Examination of Records

College shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions and work related to the Agreement until the expiration of three years after final payment hereunder. Vendor shall retain project records for a period of three years from the date of final payment.

3.2.7 Assistance in Litigation or Administrative Proceedings

Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to the College at no cost to College to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against College, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

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SECTION 3 – TECHNOLOGY REQUIREMENTS - continued

3.2.8 Survival

The Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages because of supporting data center outages. Any backup site used to store College Protected Information shall include the same information security and privacy controls as the primary data center(s).

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SECTION 4 – VENDOR PROPOSAL EVALUATION AND AWARD

4.1 EVALUATION

All submitted proposals will be examined for responsiveness and completeness by the College. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals that meet all qualifications requirements will be considered for award. An award of contract will be made to the highest ranked Offeror based on all criteria listed below.

4.2 EVALUATION CRITERIA

The evaluation of all complete and responsive submitted proposals will be based on qualifications, product demonstrations, competitive pricing, and references. Maximum points for each area is listed below. The total maximum proposal score is 100.

Criteria Area	Maximum Available Points
Qualifications & Experience of bidding <u>firm</u> (maximum 2- 3 pages)	20
Proposed Services (maximum 5 pages)	30
Staffing and Personnel	10
References	10
Past Performance	20
Pricing Proposal	10
Total Possible Score:	100

4.3 REJECTION OF PROPOSAL

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

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

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SECTION 5 – VENDOR PROPOSAL SUBMISSION

5.1 Proposal Submission

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. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Submittals

5.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Statement of Qualifications & Experience
- Proposed Services
- Staffing and Personnel
- References (Attachment B)
- Contractor Information Form (Attachment C)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment F)-Optional
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

Price Proposal (Section 5)

Proposal shall be organized in the following manner:

5.2.2 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 RFP.

5.2.3 Statement of Qualifications & Experience

A description of the organization's qualifications should clearly show the following:

- 1) Organizational History: This section should contain a brief history of the organization, the address of the main office and all other offices and their locations and the location of the Contractor's project manager who will be expected to serve Montgomery College. The bidder shall provide a general description of the organization's business philosophy and approach to implementation and ongoing customer service, range of products and services available, and commitment to support and years in the requested field of business.
- 2) Capacity: The section should demonstrate the Contractor's ability to provide services as detailed in this RFP, including the Contractor's policies and commitment to the long-term support of the College's proposed services.

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SECTION 4 – VENDOR PROPOSAL SUBMISSION - continued

- 3) Prior Experience: Proposals should describe the Contractor’s history and success of providing these services. The Contractor's history and consistency of performance and stability, business practices, and business reputation will be evaluated.

5.2.4 Proposed Services

This section should contain a detailed description of the services proposed to achieve the objectives, scope and requirements of the RFP. The information submitted including, narratives, documentation, listings and samples, should be sufficient to provide College evaluators with a comprehensive and clear understanding of the technical staff, methodologies, and capabilities proposed when compared to College requirements.

In each of the following areas, describe how the Bidder will comply with the RFP’s requirements. Where relevant, clearly describe committed resources to achieve performance measures, and any special equipment or special approaches to fulfill requirements.

- 1) Administration: Describe in detail processes for project management, and progress reporting, and monitoring.
- 2) Partnerships: Describe in detail how services will be coordinated with the overall refugee resettlement network in the area as well as other local service providers outside of the resettlement network. Describe plans for using partnerships to leverage additional resources (e.g. child care, transportation, expanded employment opportunities etc.) for the clients and the program.
- 3) Outreach/Intake/Orientation: Describe how outreach to refugee populations, intake, and orientation will be completed using methodologies that are culturally and linguistically appropriate to limited English proficient refugee populations.
- 4) Employment Services: Describe how employment services will be provided using methodologies that are culturally and linguistically appropriate to limited English proficient populations and address the specific needs of refugees and asylees. Include details on how employer outreach will be conducted, including sector-based approaches; employment placement and retention strategies; post-employment support strategies; and how the Bidder will ensure compliance with applicable laws.

5.2.5 Staffing and Personnel

This section must include documents and plans that provide evidence of a high standard of professionalism.

- 1) Organizational Chart: Include a chart for the program that indicates position titles and how the program fits into the larger organization.

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SECTION 4 – VENDOR PROPOSAL SUBMISSION - continued

- 2) Job descriptions: Include job descriptions for the personnel assigned to this project. Indicate the role or assignment that each individual is to have and indicate their employment area of focus. Include the job title, minimum prior experience providing services to foreign-born persons, fluency in languages other than English, and educational requirements. The key personnel identified in the Proposal are considered to be essential to the work being performed under this RFP. If a full-time position will be partially funded by VTES give a brief description of other non-VTES duties; explain how VTES duties will interface with other organizational activities; and note how time will be tracked.
- 3) Resumes: Include resumes for key personnel in the attachments. If personnel have not yet been hired, then include a job announcement and a set of interview questions.

5.2.6 References

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

5.2.7 Subcontractors

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

5.2.8 Price Proposal

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

5.3 Electronic Proposal Submission Instructions

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

All Offeror's proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **August 25, 2023**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to **RFP No. e924-001, Vocational Training & Employment Services**".

Email address: vendor.proposals@montgomerycollege.edu

- **Any proposal received electronically after the specified deadline will be automatically rejected.**

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SECTION 6 – POST AWARD REQUIREMENTS

6.0 Contractor's Project Manager

The Contractor shall designate a person who will be responsible for the overall performance of this contract two weeks before the beginning of the contract. This person will be the Project Manager and shall be available at predetermined dates and times for meetings or evaluations established by the College for the duration of this contract. The Project Manager will be given advance notice of date, time and location of these meetings.

6.1 Orientation Conference

Within two weeks of the contract start date, College staff, the Contractor and/or Contractor's Project Manager, and any other staff deemed appropriate, shall attend a post-award orientation conference at the Department of Human Resources, 311 West Saratoga Street, Baltimore, MD 21201. The purpose of the post-award orientation conference is to discuss service delivery, invoice processing, monitoring and other contract terms and conditions, including the transfer of documentation and other information on all open cases. The date, time and location of the post-award orientation conference will be negotiated with the successful Bidder after notice of contract award.

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SECTION 7 – PRICE PROPOSAL

REMINDER: Submitted pricing cannot exceed grant award amount of \$367,672.

Line Item	Description	Annual Total Price
001	Annual Salaries & Wages, per assigned staff person (Attach breakdown for each position to include wage per hour). If a FT position is to be partially devoted to the grant, please note accordingly.	\$
002	Associated Annual Contracted Services	\$
003	Associated Annual Supplies and Materials	\$
004	Other Associated Charges (attach breakdown for each charge)	\$
	ANNUAL GRAND TOTAL:	\$

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive, qualified Offeror with the lowest submitted price that can meet the terms, conditions, and specifications of this solicitation.

Montgomery College is tax exempt, certification provided upon request

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

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

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ATTACHMENT A - REFERENCES

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

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

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

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

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 bid. Please note any exceptions taken may affect the award of a contract or purchase order.

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

Yes No

B.6 Please provide the following information:

Company Name		Years in Business	
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 BID RESPONSE FORM

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

- Too busy at this time
- Not engaged in this type of work
- Project is too large
- Project is too small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to:	Montgomery Community College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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ATTACHMENT D – 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 – CONFLICT OF INTEREST FORM

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 any trustee or employee, own assets in this business, and as of this date are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE TRIAL PERIOD OF PERFORMANCE 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 Director of Procurement deems the failure to be non-substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Offeror's 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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ATTACHMENT F – 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 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 Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS 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/closing 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 "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.

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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 contractor.

MARYLAND PUBLIC INFORMATION ACT Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

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

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 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 ensure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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NON-VISUAL ACCESS The 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.”

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. An 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’s 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.

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REJECTIONS AND CANCELLATIONS Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any 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.

SAMPLES AND CATALOG CUTS If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, RFP No. e423-006" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

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

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.

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS - continued

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS While this solicitation 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 G – MID ATLANTIC PURCHASING TEAM COOPERATIVE 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, agrees 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: VOCATIONAL TRAINING & EMPLOYMENT SERVICES
RFP NUMBER: e924-001
RFP CLOSING DATE/TIME: _____

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE - continued

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 COLLEGE - OFFICE OF PROCUREMENT
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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE - continued

- Upper Occoquan Service Authority
- Montgomery County Housing Opportunities Commission
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- 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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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE - continued

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: _____

See questions on next page.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE - continued

<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.

