

Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E925-001

RFP TITLE: Life/AD&D, Disability, and Voluntary Benefits

All proposals MUST BE RECEIVED **electronically, in the same editable format provided** by 3:00pm Eastern Standard Time on July 22, 2024.

Prices must remain firm for: **180 DAYS AFTER PROPOSAL CLOSING DATE AND TIME**

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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



Patrick Johnson, MBA
Director of Procurement

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with Life/AD&D, Disability, and Voluntary Benefits program services in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

Upon receipt and review of this Request for Proposal (RFP), if it is your intent to submit a proposal in response, please notify the College, via email, at vendor.proposals@montgomerycollege.edu. Notification is required to ensure that a confidentiality agreement is in place prior to the release of financial and census information that your company will need in order to prepare a response to the RFP.

1.2 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted electronically in the same editable format provided, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See **Section 5 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **3:00 p.m.** Eastern Standard Time (EST), on July, 22, **2024**. **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

The above **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Patrick Johnson**, at Patrick.johnson@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **3:00 pm, July 11, 2024**. 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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1.4 Addenda

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

1.5 Proposal Validity

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

1.6 General Conditions and Instructions

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

1.7 Submitted Pricing

All pricing is FOB Destination. Refer to Section 7. The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time Montgomery may request clarification of the proposal for the purpose of evaluation. 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. Any costs incurred by bidders in preparing or submitting proposals are the bidders' sole responsibility.

1.9 Subcontractors

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

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1.10 Proposal Evaluation

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

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

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

1.10.1.2 Offeror is financially stable.

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

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

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

1.11 Proposal Rejection

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

1.11.1 Failure to meet the mandatory specifications and requirements.

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

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate or multiple proposals.

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

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

1.12 Required Submittals

Refer to section 6 (Proposal Submission).

1.13 Failure to Submit

Failure to provide any of the items noted in Section 6 may deem a proposal non-responsive.

1.14 Contract Award

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

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1.15 Contract Documents

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

1.16 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 (7) seven 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 (7) seven business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

1.18 Contract Modification and Amendment

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

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

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1.19 Insurance Requirements

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of Insurance is due within seven (7) days of notice of award.

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

Workers Compensation Insurance covering the Contractor's employees

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

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

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

Bodily Injury and Property Damage: \$300,000 combined single limit of bodily injury and property damage
-Contractual Liability – Premises and Operations
-Independent Contractors

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

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

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

These 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 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.

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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. E925-001.

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 Billing

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

1.25 Public Record and Proprietary Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential, commercial or financial information, as defined by the MPIA, 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.

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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 MPIA. 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.

1.26 Confidentiality

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

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

1.27 Family Educational Rights and Privacy Act (If Applicable)

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. The successful Contractor will be responsible for the protection of student information as it relates to this law. 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 Tobacco and E-Cigarette Policy

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

1.29 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.

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1.30 Ownership of Documents and Information

All Contract Documents provided by the Offeror and its Consultants, including but not limited to drawings, specifications, models, reports, calculations, photos, artistic representations and any portions of the Construction Documents prepared in whole or in part by the Offeror, including but not limited to those Contract Documents in electronic form, shall become the property of the College, including all applicable copyrights, whether the Project for which services are provided is executed or not. The Offeror's creation and authorship of the Contract Documents is in accordance with the College's commission and all copyrights in all respects shall be considered works for hire and owned by the College. If for any reason the Contract Documents are not proper subject matters to be deemed "works for hire", the Offeror does irrevocably convey, assign and transfer to the College all rights, title and interest, including, without limitation, the proprietary rights in and to the Contract Documents as of the date of their creation for the Project and payment therefor. The Offeror agrees to execute, or cause execution, of whatever documents or agreements necessary, if any, to (i) transfer or vest in the College all such rights, (2) obtain copyright registration for the Contract Documents and (iii) prosecute infringements of the copyrights in the Contract Documents. The College may use the Contract Documents for any lawful purpose. The Offeror shall obtain in writing all necessary consents from its Consultants to make this section fully effective. The work product of Offerors and its Consultants shall not be used by the Offeror or its Consultants for other projects without the consent of the College. Notwithstanding the foregoing, Offeror may use standard details and master specifications used for this Project on other projects without the consent of the College. The College understands that the Offeror's work products have been prepared for this Project and that Offeror undertakes no responsibility if the College uses any such work products in respect to another project. Constructing, using, maintaining, altering and adding to the Project is not considered to be used in respect to another project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not construed as publication in derogation of the College's rights.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College, a public, fully accredited, open admission higher ed institution, is Maryland's second oldest community college. The College serves roughly 47,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County.

The College provides life/AD&D and disability benefits to its employees who meet the eligibility criteria defined in this RFP. The institution employs approximately 3,500 people.

Plan information regarding Life/AD&D, Short-Term Disability (STD), Long-Term Disability (LTD) is included herein.

Montgomery College has approximately 1,375 benefit eligible employees and about 755 retirees (retirees are offered basic life only). A census of the current population is attached. In addition, the situs state is Maryland.

2.2 Objective

Montgomery College is seeking vendor proposals for their Life (both Basic and Supplemental)/AD&D, Short-Term Disability/Advice to Pay, Long-Term Disability, and new Voluntary Benefits program additions for a January 1, 2025, effective date. The Life/AD&D programs are currently administered by Minnesota Life (Securian Financial), and the STD and LTD benefits are administered by The Standard. The scope of services associated with this project include the following:

We ask that you bid on the lines of coverages offered by your organization, answer the questions in this document, and complete the financial exhibits in excel. We request that you propose services on a bundled and unbundled basis. If plans can be sold separately, indicate as such and provide any differences in premium.

The purpose of this proposal process is for Montgomery College to provide high quality, cost-effective coverage to their employees. Among the factors that will be considered in establishing a relationship with a provider are the following:

- **Cost:** Multi-year guarantees will be viewed as a positive.
- **Service:** Commitment to high quality service and account management.
- **Administration:** Be sure to indicate what administrative services you include in your offering (electronic enrollment, portals, etc.,) and also indicate the cost, if any, associated with these services.

It is the intention of Montgomery College that no employee will suffer a loss of benefit by virtue of a change in carrier. All proposals submitted must be in accordance with all of the provisions of this RFP. Bidders must meet the criteria as set forth in this RFP and are requested to respond only to the specific questions asked in this RFP.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES -continued

2.3 General Proposal Conditions & Requirements

Oral Explanations: The plan sponsor will not be bound by oral explanations or instructions given at any time during the competitive process or after the award of the contract.

Eligibility Rules: The bidder agrees to the specified eligibility rules established by the Plan Sponsor. Any proposed modifications to the specified eligibility rules must be clearly pointed out in the appropriate section of the proposal.

General Compliance: All bidder services must adhere to relevant federal and state laws and regulations.

Commissions: All quotes are net of commissions.

Failure to meet any of these conditions may result in disqualification of bids. This RFP and your response, including all subsequent documents provided during this RFP process will become the contract between the parties until replaced by a signed written contract.

Compliance with Specifications. Bidders must fully respond in writing to the RFP's questionnaire, forms and other requests for information. All proposals are to be prepared according to these specifications.

Plan Costs and Rating Structure. All plan costs are to be included in the proposed rates. No supplemental, "start-up," termination fees or additional costs are to be billed to Montgomery (other than for services or supplies specifically identified in these specifications).

Funding. Montgomery College's LTD, basic term life and AD&D programs are currently on a non-participating, prospectively rated basis. Quote based on the same terms. STD is self-funded on an Advice to Pay basis.

Premium Waiver. Bidders must provide for Class 1.

Commissions. All rates and/or fees exclude commissions.

Finalist Interviews. Bidders must be available for a possible finalist evaluation meeting with Montgomery (date to be determined).

Implementation. The successful bidders must be able and fully committed to support Montgomery College with all aspects of the installation process. To this end, your proposal must include a detailed implementation timetable and key task checklist should your organization be selected.

Communications. The successful bidder(s) must allow all member communication materials to be reviewed by Montgomery College prior to mailing.

Plan Reporting. Provide all your standard reports.

Conversion and Portability Privileges. Provide standard life insurance conversion and portability privileges for Class 1. Disclose the standard portability and conversion charges.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES -continued

Grandfathered Participants. Your proposal must allow for all current participants for a level of benefits equal to Montgomery College’s coverages in force on the date just prior to the effective date of your program. Medical Evidence of Insurability (MEOI) should not be required for coverage amounts up to Montgomery College’s guaranteed issued (GI) levels.

Appeals. Administer an appeals procedure by mutual arrangement with Montgomery College.

2.4 Required Contract Provisions

The successful bidder's proposal must contain provisions reserving the following rights to Montgomery College:

Eligibility and Enrollment Provisions. Review Montgomery College’s eligibility rules as outlined in the certificates of insurance. Your coverage and contract must match the same eligibility rules as outlined in the attachment. *The successful bidder(s) must communicate directly with Montgomery College regarding any uncertain claimant eligibility situations **before** notifying the claimant directly of an ineligible status.*

Right to Audit. Montgomery College reserves the right to review and audit the plan’s files and financial accounting data to assure that claims subject to each proposed coverage are evaluated in accordance with the plan provisions.

Compliance. Your proposed plans must be in compliance with federal and state laws as well as any anticipated legislative changes.

Effective Date and Plan Anniversary. January 1, 2025, is the proposed effective date and January 1 is the anniversary thereafter. Guarantee your bids for the earliest of 180 days or the effective date.

Renewal Notification. The insurance carrier must provide any rate changes in writing with full justification at least 150 days prior to a contract anniversary.

Termination Provisions. Montgomery College may terminate the contract for cause by giving a seven-day written notice. Montgomery also reserves the right to terminate the contract for convenience by giving 30 days written notice. The insurance carrier may *only* terminate the contract prior to the date rates renew and then only by giving notice 150 days in advance, except in the event of non-payment of premium.

Variance Provisions. Any provisions, references, or guidelines relating to reevaluation of proposed rates due to variation in enrollment in the plan must not be included as a condition of your proposal.

2.5 Timetable

| Task | Target Date |
|--|-------------------|
| RFP Released | 07/02/2024 |
| Bidder Questions Due | 07/11/2024 |
| Distribution of Response to Bidder Questions | 07/18/2024 |
| Proposal Due | 07/22/2024 |
| Finalists Interviews (if necessary) | TBD |
| Contract Award Date (No Later Than) | 10/1/2024 |
| Contract Effective Date | January 1, 2025 |

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SECTION 3 – COVERAGES

A. Plan Information and Eligibility

Life Insurance and AD&D *(Fully Insured)*

Employees, scheduled to work at least 20 hours per week, are eligible for coverage 1st of the month following date of hire. The attached excel file outlines a high-level summary of the current Basic Life, Supplemental Life, Dependent Life, and AD&D plans. We have also provided detailed plan documentation and it is expected that bidders will replicate the program, as it exists today. **If no benefit deviations are disclosed on the Excel file (tab labeled “Life & AD&D Plan Design”), and on the Deviations Form it will be assumed that your organization can administer the proposed plan design exactly as written.**

| Coverage | Class 1 | Class 2 | |
|--------------------------|---|---|--|
| Eligible Class | All benefit eligible employees | All retirees, or qualified disability retirees who elect to take the retiree life coverage, who were enrolled in the basic life plan on the last day worked as an active employee | |
| Basic Life Amount | Two times annual earnings up to \$100,000 | 50% of the basic life amount on the last day of work up to \$50,000. On the anniversary of your retirement, benefit will be reduced. | |
| Retiree Life Schedule | N/A | Anniversary of Retirement | % of basic life benefit on last day worked |
| | | 1 st | 40% |
| | | 2 nd | 30% |
| | | 3 rd | 20% |
| | | 4 th | 10% |
| 5 th | \$5,000 | | |
| Supplemental Life Amount | One, two, three times up to \$300,000 | None | |
| Basic AD&D Amount | Equal to Basic Life | None | |
| Spouse Life Amount | \$25,000 | None | |
| Child Life Amount | \$5,000 | None | |

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SECTION 3 – COVERAGES - continued

Short-Term Disability (STD) (*Advice to Pay*)

Montgomery currently offers STD benefits to all employees on a self-funded, advice to pay arrangement. The eligibility and plans vary by class and a summary is outlined in the attached Excel file. A copy of the STD plan documentation is also provided. **If no benefit deviations are disclosed on the Excel file (tab labeled “STD Plan Design”), and on the Deviations Form it will be assumed that your organization can administer the proposed plan design exactly as written.**

| Coverage | Class 1 | Class 2 | Class 3 |
|------------------------|---|--|--|
| Eligible Class | Members with 6 months but less than 3 years of service | Members with 3 years but less than 10 years of service | Members with 10 years or more years of service |
| STD Benefit | 50% of pre-disability earnings | 60% of pre-disability earnings | 80% of pre-disability earnings |
| Benefit Waiting Period | Effective July 1, 2022: 0 days accident, 0 days physical disease, pregnancy or mental disorder up to 365 days. NOTE: Employees must exhaust all accrued sick time prior to going out on STD. No STD Benefits will be paid for any period when you are eligible to receive sick leave, annual or personal leave pay, or other salary continuation, including donated amounts (but not vacation pay) from your employer. Full-time employees earn 3.69 hours of sick leave per pay period. Prior to July 1, 2022: 7 days accident, 7 days physical disease, pregnancy or mental disorder up to 365 days | | |

Long-Term Disability (LTD) (*Fully Insured*)

Montgomery currently offers Long-Term Disability benefits to all employees in a fully insured basis. All eligible employees are provided the same LTD benefit. Eligible employees, scheduled to work at least 20 hours per week, are eligible for coverage upon date of hire.

The attached excel file outlines a high-level summary of the Long-Term Disability plan. We have also provided detailed plan documentation and it is expected that bidders will replicate the program, as it exists today. **If no benefit deviations are disclosed on the Excel file (tabs labeled “LTD Plan Design”), and on the Deviations Form it will be assumed that your organization can administer the proposed plan design exactly as written.**

| Coverage | Class |
|----------------|---|
| Eligible Class | Regular employee, Actively at Work at least 20 hours each week, citizen or resident of US or Canada |
| LTD Benefit | Effective July 1, 2023: 60% of the first \$25,000 of pre-disability earnings, up to \$15,000 Prior to July 1, 2023: 60% of the first \$8,333 of pre-disability earnings, up to \$5,000 |
| Own Occupation | 24 months, any thereafter |

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SECTION 4 – QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

4.1 Mandatory Requirements

- In business for a minimum of ten years.
- Registered to do business in Maryland at time of proposal submittal.

4.2 Experience Requirements

Provided same services coverages, with same funding arrangements, to at least five (5) other higher education institutions.

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SECTION 5 – PROPOSAL EVALUATION AND AWARD

5.1 Proposal Evaluation

5.1.1 Evaluation Process

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Montgomery College has retained an outside firm to assist in the evaluation of vendor proposals for completeness and responsiveness to the RFP and to review such proposals alongside Montgomery College.

5.1.2 Evaluation Criteria

Offerors will be evaluated on the following criteria categories:

| Evaluation Criteria | Maximum Available Points |
|---|--------------------------|
| Qualifications | 10 |
| Demonstrated Experience | 20 |
| Assessment of the value of the carriers’ services offered | 30 |
| Program Fees | 40 |
| Total Maximum Available Points: | 100 |

The maximum available proposal score is 100 points. REMINDER: An award of contract will be made in the best interest of the College, to the highest evaluated and most responsible, responsive Offeror that can meet or exceed the requirements, terms and conditions of this solicitation.

The award of any contract shall be subject to the successful negotiation of any contract terms and conditions and the proper execution of all contract documents.

Assessment of the value of the carriers’ services offered, taking into consideration how closely the carrier meets the requirements of the RFP and plan designs, proposed procedures and additional services offered.

Total Cost: While cost is a significant factor in considering placement of the award, it is not the only factor. The award will not be placed on the basis of cost alone. In conjunction with cost, multiyear rate guarantees will also be a consideration.

Experience of the carrier in general, as well as that of the individual(s) assigned to work with Montgomery. Information to be obtained by Montgomery from the carrier’s references or other clients or providers.

Qualifications of the carrier, financial and otherwise, to provide Montgomery with these services and products and to provide adequate staffing.

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SECTION 6 – PROPOSAL SUBMISSION

6.1 Proposal Organization

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. 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.

6.2 Required Proposal Submittals

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

6.2.1 Technical Proposal

This section must contain a detailed description of the services offered by the Offeror in response to this RFP. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's capabilities.

6.2.2 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications & Experience
- Detailed listed of all offered services
- Completed Questionnaire (Attachment A)
- Deviations Form (Attachment B)
- Reference Form (Attachment D)
- Conflict of Interest Statement (Attachment E)
- Non-Debarment Acknowledgement (Attachment F)
- Completed Contractor Information Form (Attachment G)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)

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

6.2.3 Transmittal Letter

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

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SECTION 6 – PROPOSAL SUBMISSION-continued

6.2.4 Statement of Qualifications & Experience

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

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

6.2.5 References

The Offeror must submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. Offeror's submitted references must include at least (1) one higher education institution (university or college) that has utilized company's services in the past 3 years.

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 referenced locations.

6.2.6 Subcontractor Listing

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

6.2.7 Acknowledgement of Receipt of Addenda (if applicable)

Refer to section 1.4

6.3 Rate and/or Fee Proposal (Refer to Section 7)

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

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

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SECTION 7 – RATES AND/OR FEE PROPOSAL

A. Plan Design and Rate and/or Fee Table:

Refer to **Montgomery College – 2025 Life, and Disability RFP, Plan Design Exhibit, and Montgomery College – 2025 Life, and Disability RFP Rate Exhibit (Excel files)**. These must be completed and returned with your proposal response along with the **Deviations Form**.

Your quoted rates assume a January 1, 2025, effective date, and preference will be given to proposals that provide, at a minimum, a 36-month (3 years) rate guarantee, with options of four and five years.

1. Will rates be guaranteed for a minimum of 36 months?

Yes

No

We are requesting rates be provided in four ways – on a bundled (combined and discounted) all coverages, unbundled (stand-alone) basis, and partially bundled including voluntary benefits. To further clarify, provide rates and/or fees assuming:

- a. All coverages are bundled together and administered by a single vendor; AND
- b. Basic Life, Supplemental Life, Dependent Life, and AD&D administered by one vendor, STD, and LTD administered by another vendor; AND
- c. Voluntary Benefits administered by Life vendor; AND
- d. Voluntary Benefits administered by Disability vendor.

B. Financial Guarantees:

1. Will your rates be guaranteed for all coverages for the 36-month period beginning on the policy effective date? If not, for how long are your rates guaranteed? Thereafter, will your rates be guaranteed for each succeeding full twelve-month period? Will this provision be included in your contract?
2. Will your contract provide the changes in the premium structure for the coverages in force may be instituted only as of a renewal rate anniversary?
3. Will your contract provide for 150 days' advance notice of renewal rates?
4. How will premiums be billed and collected? When are premiums due and what is the grace period for payment of premium under your policy? Explain in detail. If more than one coverage is provided by your organization, do you coordinate billing procedures so that Montgomery receives one comprehensive bill?
5. Will you provide a discount for quarterly premium billing in advance? If so, provide the proposed discount.
6. List all services and supplies that are covered by the rates/fees quoted. If your organization makes any charges of any kind for services or supplies that are not included in the fees quoted on the basis indicated above (e.g., start-up costs, booklet drafting, or printing) describe clearly in your proposal such services and/or supplies and the charges that will be made for them. Otherwise, Montgomery will assume that the fees quoted include all services and supplies that could reasonably be expected to be provided to Montgomery during the course of your administration of the policies.

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SECTION 6 – RATES AND/OR FEE PROPOSAL - continued

7. For each coverage quoted, list all underwriting rules that apply to rates quoted rates such as pre-existing condition exclusions, actively at work provisions, non-confinement rules and minimum participation requirements and any other notable information that is applicable to the rates.

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 - QUESTIONNAIRE

General Questionnaire

8. Is your organization anticipating restructuring or reorganization in the next year? (Include any major staff relocations or office closings.) *(Check only one)*

Yes, explain.

No

9. In the past 12 months, has your organization: *(Check all that apply)*.

Combined/consolidated member service or claims service centers. If yes, list the centers

Closed/consolidated or relocated any claims offices. If yes, list the offices

Does not apply

10. Has your organization acquired, been acquired by, or merged with another organization in the past 24 months?

Yes, explain

No

11. Indicate your **most current** claims-paying abilities as rated by:

| Independent Rating Agency | Rating | Date |
|---|--------|------|
| A.M. Best | | |
| Standard & Poor's | | |
| Moody's | | |
| Fitch | | |
| Other/Not Rated (circle one and explain) | | |

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12. Has there been any downgrade in your ratings in the last two years?
- Yes, explain the nature and reason(s) for the change
-
- No
13. Will this policy be issued in the State of Maryland and in full accordance with the laws of that state and with all federal and state laws and regulations that pertain to employee benefit programs, relevant state insurance regulations and other related laws?
- Yes
- No
14. Confirm that your proposal and plan design offered is in accordance with any state or federal laws.
- Yes
- No

Eligibility, Customer Services, Billing and Contract Questions

15. How will eligibility be verified? What information will be required?
16. Who is responsible for keeping beneficiary information?
- Client
- We will be responsible for keeping beneficiary information
17. Will you guarantee that all insureds, who would have continued to be covered on the plan if there had been no change in carrier, will be covered by your policy on the plan effective date?
- Yes
- No
18. Will you consider all current employees actively-at-work and will cover member's regardless of status?
- Confirmed
- Not Confirmed
19. There are no pre-existing condition exclusions in addition to plan documentation. *(Check only one)*
- Confirmed
- Not Confirmed

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20. There are no waiting periods other than those provided in the plan documents.
(Check only one)
- Confirmed
 - Not Confirmed
21. Will a designated customer service representative be assigned to this account? Confirm Montgomery will have direct access to this individual and will not need to submit questions to a general response unit.
- Yes
 - No
22. What is the minimum lead time needed by your organization to implement Life/AD&D, Disability, and Voluntary Benefits?
23. Describe any value-added benefits that would be included at no additional cost:
- a. Life – Survivor beneficiary counseling services, estate planning services, will preparation services, financial counseling, travel assistance services, identity theft protection, employee assistance program, etc.
 - b. Disability – Behavioral health app, return to life services/resources, health advocacy, etc.
24. Has your organization suffered a data breach? If so, describe any steps that were taken to notify clients and their members. Also describe the steps that have been taken to resolve the issues that lead to the breach and ensure this type of breach does not happen again.
25. Describe your continuity of operation and disaster recovery plan.
26. What sales/service office would handle the general servicing of Montgomery?
27. Will Montgomery have one single account manager as a daily contact for all the plans in this RFP?
- Yes
 - No
28. Will there be an online platform for Montgomery HR/Benefits to log into to view information on claim status, approvals, etc.?
29. Payment Options (Check only one)
- Electronic Fund Transfer
 - Manual Invoicing
 - Both options available

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30. If more than one coverage is provided by your organization, do you coordinate billing procedures so that the plan sponsor receives one comprehensive bill? *(Check only one)*
- Yes
- No
31. Describe the options Montgomery has regarding billing. For example, are the bills paper or electronic? Is billing via an invoice or are they self-billed by Montgomery?
32. Describe how you would interface with Montgomery's benefits administration platform, Workday. Would you agree to accept file feeds from Workday for certain Montgomery coverage lines?
33. Will your contract have a hold harmless provision that indemnifies the plan sponsor against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your officers, employees and agents of your organization?
(Check only one)
- Confirmed
- Not Confirmed
34. The rates shown and proposal provided is valid for at least 180 days after receipt of quote.
- Confirmed
- Not Confirmed

Life Insurance/AD&D Questions

We have requested all deviations from plan designs be listed in the attached Excel spreadsheet labeled **Montgomery College – 2025 Life, and Disability RFP, Plan Design Exhibit (Excel file)** and on the **Deviations Form**. Confirm the requested structures can be met for all coverages. If not, outline deviations directly on the Excel file. *(Check only one)*

- Confirmed
- Not Confirmed

Describe the approval process for supplemental life insurance. Include details such as timing, underwriting process and parties who need to be involved. Can you send reporting to Montgomery's administrator, Workday?

For supplemental life insurance, would you accept current employee elections or would you require Montgomery to have an Open Enrollment for all employees, if you were the chosen carrier?

List all services and supplies that are covered by the rates/fees quoted (e.g., start-up costs, booklet drafting, or printing).

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STD/ATP Questions

We have requested all deviations from plan designs be listed in the attached Excel spreadsheet labeled **Montgomery College – 2025 Life, and Disability RFP, Plan Design Exhibit (Excel file)** and on the **Deviations Form**. Confirm the requested structures can be met for all coverages. If not, outline deviations directly on the Excel file. *(Check only one)*

- Confirmed
- Not Confirmed

Describe the notification process for STD. What parties need to be involved from Montgomery and how is the process coordinated with your internal contacts?

Describe timing and notification process to Montgomery once you have approved a claim.

List all services and supplies that are covered by the rates/fees quoted (e.g., start-up costs, booklet drafting, or printing).

Maryland Paid Family and Medical Leave Questions

Will your organization be offering a private plan to administer Maryland's Paid Family and Medical Leave starting July 1, 2026?

Will this be fully insured, self-funded, or will both funding arrangements be offered?

When does your organization estimate pricing will be available?

LTD Questions

We have requested all deviations from plan designs be listed in the attached Excel spreadsheet labeled **Montgomery College – 2025 Life, and Disability RFP, Plan Design Exhibit (Excel file)** and on the **Deviations Form**. Confirm the requested structures can be met for all coverages. If not, outline deviations directly on the Excel file.

(Check only one)

- Confirmed
- Not Confirmed

Describe the notification process for LTD. What parties need to be involved from Montgomery and how is the process coordinated with your internal contacts?

How often will you verify the disability status of a claimant? How are the results of the re-evaluation reported back to your client?

How do you verify if an individual qualifies for disability payments?

Once an individual has been accepted to LTD status, how do you manage the case?

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What reporting do you provide to demonstrate the level and impact of your interaction with claimants?

If the claims experience of this group can ever affect its rates in any way, explain how future rates will be determined.

List all services and supplies that are covered by the rates/fees quoted (e.g., start-up costs, booklet drafting, or printing).

Confirm LTD rates are quoted based on per \$100 of Benefit not per \$100 of Payroll.

Voluntary Benefits Questions

Does your organization offer the following voluntary benefits?

- a. Hospital Indemnity
- b. Critical Illness
- c. Accident Insurance
- d. Whole Life with Long-Term Care (LTC) Rider

Are benefits written on your organization’s paper or offered through an arrangement with another insurance carrier or underwriter? Vendors must disclose any entity involved in providing any service related to the group accident insurance plans, including but not limited to sales, marketing, customer service or claims processing. Identify the vendor and provide details on the relationship and responsibilities.

How many Public Sector Groups does your organization offer voluntary plans such as those requested in the RFP?

| Type of Public Sector Groups | # of Groups | # of Covered Lives |
|------------------------------|-------------|--------------------|
| Local Government Entity | | |
| State Government | | |
| Public Colleges/Universities | | |
| Other – Describe | | |

Provide your organizations 2023 year-end membership for each of the following insurance contracts.

| Insured Plan | Number of enforce contracts as of 1/1/24 |
|--|--|
| Hospital Indemnity | |
| Critical Illness | |
| Accident Insurance | |
| Whole Life with Long-Term Care (LTC) Rider | |

- Are these benefits available through payroll deduction or direct bill?
- What are the advantages of offering voluntary benefits through your organization?

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- Describe the underwriting process for approval of these coverages.
- List the eligible participants (e.g.: employees, spouses, dependent child(ren), etc.). If the answer differs by product: Hospital Indemnity, Critical Illness, Accident Insurance, and Whole Life with LTC rider – specify.
- Is there an age limit for employees enrolling? If yes, indicate the age limit. If the answer differs by product: Hospital Indemnity, Critical Illness, Accident Insurance, and Whole Life with LTC rider – specify.
- If there is no age limit for employees enrolling, what is the age limit for dependents, including adult children? If the answer differs by product: Hospital Indemnity, Critical Illness, Accident Insurance, and Whole Life with LTC – specify.
- Describe any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? If the answer differs by product: Hospital Indemnity, Critical Illness, Accident Insurance, and Whole Life with LTC rider – specify.
- Describe each of the voluntary health plan(s) requested in this RFP: Hospital Indemnity, Critical Illness, Accident Insurance, and Whole Life with LTC Rider. Identify who underwrites the plan(s) and if they are license in the State of Maryland
- Describe how you propose to market these products. Provide sample materials.
- Describe the enrollment process. Is there a limited enrollment period or can members enroll at any time? Will your organization require an eligibility file from Montgomery?
- Provide plan design and pricing for each of the voluntary coverages requested in the RFP.

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ATTACHMENT B – DEVIATIONS FORM

This page must be completed and returned with your proposal in order to be considered in the carrier selection process. Attached are the Certificates of Insurance, and Master Policies and Riders that include the Eligibility and Plan Designs to be quoted for the Fund. Note below any deviations in your proposed plan design from the current Life/AD&D, STD and LTD benefits and eligibility. Otherwise, your proposal is assumed to be an exact duplicate of Montgomery’s required plan of benefits and eligibility rules.

This is to certify that the submitted proposal adheres to Montgomery’s current Life/AD&D, STD and LTD plan designs and eligibility rules, and all other requirements outlined in the RFP, with the following exceptions:

Signature

Title

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ATTACHMENT C – EXHIBITS

Census

- Montgomery College – 2024 Life and Disability RFP **Active** Census
- Montgomery College – 2024 Life and Disability RFP Retiree Census

Plan Design and Rate Exhibits

- Montgomery College – 2025 Life and Disability RFP Plan Design Exhibit
- Montgomery College – 2025 Life and Disability RFP Rate Exhibit

Life/AD&D

- Minnesota Life Cert of Insurance
- Minnesota Life Montgomery College 34168 Term Life Policy Amd 3
- Minnesota Life Montgomery College - Rate History
- Minnesota Life Invoice April 2024
- Minnesota Life 2019 Montgomery College Experience Report
- Minnesota Life 2020 Montgomery College Experience Report
- Minnesota Life 2021 Montgomery College Experience Report
- Minnesota Life 2022 Montgomery College Experience Report
- Minnesota Life 2023 Montgomery College Experience Report

Short-Term Disability

- The Standard STD ATP Certificate – Montgomery College 760764
- The Standard STD ATP Group Policy – Montgomery College 760764
- The Standard Amendment 1 – Montgomery College 760764 STD ATP
- The Standard ATP Disability Services Agreement – Montgomery College 760764
- The Standard ATP Performance Guarantee – Montgomery College 760764
- The Standard Montgomery College STD Claims Detail Report
- The Standard May Invoice STD ATP
- MetLife SPD (STD-ATP) 01-01-19
- MetLife STD and LTD Experience 2020-2021

Long-Term Disability

- The Standard LTD Certificate – Montgomery College 760765
- The Standard LTD Group Policy – Montgomery College 760765
- The Standard Amendment 1 – Montgomery College 760765 LTD
- The Standard Amendment 2 – Montgomery College 760765 LTD
- The Standard Montgomery College Incurred Report
- The Standard Montgomery College LTD Claims Detail Report
- The Standard May Invoice LTD
- The Standard EAP 3 Session

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- MetLife Certificate of Insurance (LTD) 01-01-19

ATTACHMENT D: REFERENCES

| REFERENCE 1 | |
|--|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person/E-mail | |
| Title | |
| Telephone Number | |
| Service Dates | |
| Total number of covered lives under program (indicate insurance coverage period) | |

| REFERENCE 2 | |
|--|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person/E-mail | |
| Title | |
| Telephone Number | |
| Service Dates | |
| Total number of covered lives under program (indicate insurance coverage period) | |

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ATTACHMENT D: REFERENCES - continued

| REFERENCE 3 | |
|--|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person/E-mail | |
| Title | |
| Telephone Number | |
| Service Dates | |
| Total number of covered lives under program (indicate insurance coverage period) | |

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

References submitted by: _____
Company Name

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ATTACHMENT E – CONFLICT OF INTEREST STATEMENT

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

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

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ATTACHMENT F – NON-DEBARMENT ACKNOWLEDGEMENT

NON-DEBARMENT ACKNOWLEDGEMENT

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

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

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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____

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ATTACHMENT G – CONTRACTOR INFORMATION FORM

C.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.

C.2 Minority Contractor: Yes No
 If yes, please specify minority classification

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

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

C.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

C.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT H – NO PROPOSAL RESPONSE FORM

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

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

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

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

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ATTACHMENT I – 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 I – 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 terms of this Request for Proposal, the Contractor's bid, and the signed Purchase Order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

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

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

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

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ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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

DELIVERY AND PACKING All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful 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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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 solicitation, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

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

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: LIFE/AD&D, DISABILITY, AND VOLUNTARY BENEFITS
RFP NUMBER: E925-001
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ATTACHMENT I – 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 J – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM 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 County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE - continued

School Systems

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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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

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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM 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 BUSINESS SERVICES
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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM 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