

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time



ADDENDUM #3

Issued: April 28, 2025

PURPOSE OF ADDENDUM:

- To provide answers to all vendor questions received by the April 21, 2025 question submittal deadline.
- To provide revised fee proposal worksheet.
- To replace section 18 (Insurance Requirements), with the following:

Insurance Requirements

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

- a) Commercial General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- c) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- d) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name on its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time

ADDENDUM #3 – continued

All other specifications, terms and conditions remain unchanged.



Patrick Johnson, MBA

Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **May 5, 2025, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time

Questions & Answers

| Question | Montgomery College Answer |
|--|---|
| References to be submitted in the proposal are 3 active, 2 former. However, on page 31, Question B5 mentions providing contact information for 3 terminated clients that could be contacted. Can you confirm the reference request would suffice for this question? | <p>The Offeror must submit five (5) references, (3 current and 2 past) 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 current higher education institution (university or college) that has utilized company's services in the past 3 years.</p> <p>This requirement supersedes Question B5, listed on page 31.</p> |
| You have included information about other groups within Maryland that could leverage this contract for their services, understanding that those groups would contract directly with vendor so their services are still separate. If the bidding vendor has contracts in effect with some of these entities, should that be indicated on Attachment J? Would we need to provide contracts as proof for those organizations? How would the College handle this information to consider the proposal? | <p>If a COG member elects to utilize <u>this</u> contract, that member must complete Attachment J – MWCOG Rider Clause form and return it to Montgomery College.</p> |
| Do you have the current fees charged by the incumbent vendor for these services? | <p>We prefer not to disclose current fees as we expect each bidder to provide their most competitive fee quote</p> |
| On the spreadsheet, the fee schedule indicates just FSA pricing at the top. There was no section or other tab for the COBRA and Direct Billing. The addendum #1 (4/15/2025) mentions removing Attachment C: Exhibits (COBRA Rate Information). Will there be an updated spreadsheet with a tab or section for COBRA/Direct Billing fee proposals? | <p>We prefer not to disclose current fees as we expect each bidder to provide their most competitive fee quote</p> |

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time

| | |
|--|--|
| Are you currently billed on a per event or per active employee basis for COBRA? | We are billed on a per event basis |
| Please confirm the number of active employees covered under a COBRA eligible plan (medical, etc.). | 1,900 |
| Please confirm the total number of benefit eligible employees. | 1,900 |
| Are you able to share the current administrator for FSA, Commuter, COBRA & Direct Bill? Are there any specific pain points today? | Voya, who purchased Benefit Strategies |
| Outside of Workday, are there any other technology vendors used for payroll or benefit administration? | No |
| Which carriers for medical, dental and vision are in place today? | Cigna/Kaiser for medical, Cigna for dental, EyeMed for vision |
| Please confirm how participants are using the Commuter Benefit today. Are participants supported well that are using WMATA? | There are 55 people enrolled in Commuter Benefits. Specific experience with WMATA program is unknown, employees can use their FSA on the Commuter Connections site on their own, but share how you can help ensure a positive commuter experience for all commuter options for this geographical area. |
| Does Montgomery College have an HSA today or plan to offer one in the future? | Yes, we have a HDHP and an HSA through Cigna, so a LP FSA will be required. |
| Are you able to share current fees in place with the prior vendor? | We prefer not to disclose current fees as we expect each bidder to provide their most competitive fee quote |
| Is the College working with a vendor for ACA reporting? | Yes, we work with a certified Workday partner for ACA; Experian |
| What expectations does the College have around benefit fair attendance for open enrollment? What has attendance at these events looked like in the past? | As stated in the RFP, we anticipate one meeting per facility (4 facilities). Typically, all fairs have healthy attendance, but there is no guarantee which specific vendors employees visit. |
| Is the College working with a consultant or broker? | Yes, we are working with a consultant, and NOT a broker |
| Is a fully onshore model in place today for the College? Will the College require an onshore model with the chosen vendor? Please | Yes, due to HIPAA compliance, we require all services (subcontracted or not) to be performed onshore. |

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time

| | |
|---|---|
| confirm if this is a barrier to placing the business with a new vendor. | |
| Is the College willing to execute an NDA in order for the vendor to produce the requested security related information? | We are only requesting high level information that other vendors provide without NDA. |
| If you deem appropriate, would you please share the current contract pricing for the FSA, Commuter, COBRA and Direct Bill Services? | We prefer not to disclose current fees as we expect each bidder to provide their most competitive fee quote |
| Other than the evaluation criteria listed in Section 6.1 and the Scope of Work provided in the RFP, are there additional service enhancements that Montgomery College considers important to their 3–5-year benefits plan strategy? | No |

*******END OF QUESTIONS & ANSWERS*******

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time



ADDENDUM #2

Issued: April 15, 2025

PURPOSE OF ADDENDUM:

- Replace first paragraph of section 1.2 (Electronic Proposal Submittal Due Date), to the following:

“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 7 Proposal Submission** for complete submission instructions.”

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED electronically by 3:00pm Eastern Standard Time (EST) on **May 5, 2025, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE:

Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

RFP NUMBER: E925-007

CLOSING DATE: May 5, 2025 @ 3:00PM Eastern Standard Time



ADDENDUM #1

Issued: April 15, 2025

PURPOSE OF ADDENDUM:

- To remove Attachment C: Exhibits (COBRA Rate Information).

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **May 5, 2025, 2025.**

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E925-007

RFP TITLE: Flexible Spending Accounts (FSA) and Commuter Benefits Administration, COBRA and Direct Billing Services

All proposals MUST BE RECEIVED **electronically, in the same editable format provided** by **3:00pm Eastern Standard Time on May 5, 2025.**

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

Proposal Bond Requirements: NONE

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

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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

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

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

TABLE OF CONTENTS

| TITLE | PAGE |
|---|-------------|
| SECTION 1 – PROPOSAL AND CONTRACT INFORMATION | 1-8 |
| SECTION 2 – BACKGROUND AND SCOPE OF SERVICES | 9-11 |
| SECTION 3 – PROGRAM INFORMATION | 12-16 |
| SECTION 4 – QUALIFICATIONS AND EXPERIENCE REQUIREMENTS | 17 |
| SECTION 5 – IT DATA SECURITY, COMPLIANCE, AND ACCESSIBILITY REQUIREMENTS | 18-24 |
| SECTION 6 – PROPOSAL EVALUATION AND AWARD | 25 |
| SECTION 7 – PROPOSAL SUBMISSION | 26-27 |
| SECTION 8 – FEE PROPOSAL | 28-29 |
| | |
| ATTACHMENT A: QUESTIONNAIRE | 30-41 |
| ATTACHMENT B: DEVIATIONS FORM | 42 |
| ATTACHMENT C: EXHIBITS | 43 |
| ATTACHMENT D: REFERENCE FORM | 44-45 |
| ATTACHMENT E: CONFLICT OF INTEREST STATEMENT | 46 |
| ATTACHMENT F: NON-DEBARMENT ACKNOWLEDGEMENT | 47 |
| ATTACHMENT G: CONTRACTOR INFORMATION FORM | 48 |
| ATTACHMENT H: NO BID RESPONSE | 49 |
| ATTACHMENT I: GENERAL CONDITIONS AND INSTRUCTIONS | 50-56 |
| ATTACHMENT J: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE | 57-61 |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with Flexible Spending Accounts (FSA) and Commuter Benefits administration, COBRA and Direct Billing 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 may 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 6 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 **May 5, 2025**. **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, April 21, 2025**. 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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 8. 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.

1.8 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.9 Proposal Evaluation

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

- 1.9.1 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:
 - 1.9.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
 - 1.9.1.2 Offeror is financially stable.
- 1.9.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.9.2.1 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.
 - 1.9.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.10 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:

- 1.10.1 Failure to meet the mandatory specifications and requirements.
- 1.10.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.10.3 Failure to supply appropriate and favorable client references.
- 1.10.4 Submittal of an incomplete Price Proposal page.
- 1.10.5 Failure to sign the proposal.
- 1.10.6 Failure to return any addenda acknowledgements
- 1.10.7 Submittal of conditional, alternate or multiple proposals.
- 1.10.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.10.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.11 Required Submittals

Refer to section 7 (Proposal Submission).

1.12 Failure to Submit

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

1.13 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.14 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.

1.15 Notification of Change in Personnel Assigned to Contract

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

1.16 Notification of Change in Financial Condition

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

1.17 Contract Modification and Amendment

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

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.18 Insurance Requirements

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

- a) Commercial General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- d) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name or its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1e above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

1.19 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. **E925-007.**

1.20 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.21 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.

1.22 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.

1.23 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.

1.24 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.

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.25 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.

1.26 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.

1.27 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.

1.28 Advertising

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

1.29 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.30 Ownership of Documents and Information - continued

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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 FSA and Commuter benefits to its employees who meet the eligibility criteria defined in this RFP. The institution employs approximately 3,600 people.

Eligible employees include Full Time and Part Time faculty, as well as non-faculty staff. Collectively bargained employees are represented by one of three Unions. Part Time employees may not receive regular, consistent paychecks depending on work schedules and availability.

Please follow this link to review the College's [employee data dashboard](#) which is updated monthly and shows various headcounts by employee category, such as employee type/position, bargaining status, etc.

Plan information regarding Flexible Spending Accounts, Commuter benefits administration, COBRA and Direct Billing Services is included herein.

Please see Section 3 – Program Information, for specific RFP-relevant information, including enrollment and other transactional data.

The situs state for any contracts resulting from this RFP is Maryland.

2.2 Objective

Montgomery College is seeking vendor proposals to administer their Flexible Spending Accounts (FSA) and Commuter benefits, and provide COBRA and Direct Billing services. The scope of services associated with this project include the following:

We ask that you bid on the services 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.

The purpose of this proposal process is for Montgomery College to provide high quality, cost-effective services 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, mobile apps/portals, debit cards, etc.,) and also indicate the cost, if any, associated with these services.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 2 – BACKGROUND AND SCOPE OF SERVICES -continued

It is the intention of Montgomery College that no employee will suffer a loss of benefit by virtue of a change in service provider. 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.

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 Structure. All administrative costs are to be included in the proposed fees. 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).

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.

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 2 – BACKGROUND AND SCOPE OF SERVICES -continued

2.4 Required Contract Provisions

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

Benefit Provisions. Review Montgomery College's FSA program rules as outlined in the website by clicking on this link:

<https://info.montgomerycollege.edu/offices/human-resources/benefits/flexible-spending-accounts.html#health>

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 Internal Revenue Code (IRC) Section 125 and Section 132(f), COBRA regulations and other applicable federal and state laws, including any anticipated legislative changes.

Effective Date and Plan Anniversary. January 1, 2026, 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 Offeror must provide any fee 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 Offeror may *only* terminate the contract prior to the date the service agreement renews 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 | 04/14/2025 |
| Bidder Questions Due | 04/21/2025 |
| Distribution of Response to Bidder Questions | 04/28/2025 |
| Proposal Due | 05/05/2025 |
| Finalists Interviews (if necessary) | TBD |
| Contract Effective Date | January 1, 2026 |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 3 – PROGRAM INFORMATION

3.1 Flexible Spending Accounts

Montgomery College offers the following FSA and Commuter benefits:

- Health Care FSA
- Dependent Care FSA
- Limited Purpose FSA
- Commuter (Transit and Parking)

The FSA program is subject to IRC Section 125, while the Commuter program is subject to IRC Section 132(f). Collectively, we will be referring to these benefits as “FSA” benefits and/or FSA and Commuter benefits, interchangeably.

For Health FSAs, only Eligible Medical Expenses will be reimbursed. To be eligible for reimbursement, an expense must be an “Eligible Medical Expense.” This generally means that it is for medical care provided to diagnose, treat, or prevent disease or for sickness or injury as defined in Section 213(d) of the Internal Revenue Code.

The link below will take you to the College’s Benefits Website, where you will find program information.
<https://info.montgomerycollege.edu/offices/human-resources/benefits/flexible-spending-accounts.html#health>

| Benefit Type | Plan Year | | |
|-----------------------------------|-----------------|-----------------|---------------------------|
| | 2023 | 2024 | 2025 |
| FSA - Dependent Care (DC): | | | |
| Participants | 31 | 36 | 32 |
| Total Deductions | \$105,320 | \$137,914 | \$158,609 |
| FSA - Health Care (HC): | | | |
| Participants | 411 | 401 | 375 |
| Limited Use FSA Participants | | | 31 |
| Total Deductions | \$734,152 | \$729,453 | \$970,662 |
| Commuter: | | | |
| Participants | 8 | 10 | Transit: 10 Parking: 2 |
| Total Contributions | \$470 per month | \$550 per month | \$723 per month |
| TOTAL headcounts | 450 | 447 | 450 |

Annual Open Enrollment. Montgomery College holds annual open enrollments each year, as follows:

- **Period:** Usually begins the second half of October, through the first week in November.
- **Benefit Fairs:** Held at 4 locations (3 campuses and 1 Administration building)

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 3 – PROGRAM INFORMATION - continued

Payroll Structure Information. Montgomery College allows employees to choose from various payroll frequencies available, as follows:

| | |
|--------------------|--|
| Payroll Name: | Bi-Weekly (20) - Full Time Faculty Bi-Weekly (20) - TRN/PKG Faculty Bi-Weekly (24) - TRN/PKG Staff Bi-Weekly (26) - Full Time Staff |
| Classes: | Faculty Staff |
| Repayment Formats: | Check EFT |

3.1.1 Health FSA Plan Design Detail

| | |
|--|------------------|
| Mileage: | Yes |
| FSA Type: | Standard |
| Allow Mobile Eligible Expense Scanner: | Yes |
| Classes: | Faculty Staff |
| Max Contribution: | \$3,300.00 |
| Min Contribution: | \$100.00 |
| Rollover Amount - Employee: | \$660.00 |
| Max Rollover Amount - Employee: | N/A |
| Min Rollover Amount - Employee: | \$50.00 |

3.1.2 Dependent Care FSA

| | |
|---------------------|------------------|
| Classes: | Faculty Staff |
| Max Contribution: | \$5,000.00 |
| Min Contribution: | \$100.00 |
| Reimburse Based On: | |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 3 – PROGRAM INFORMATION - continued

3.1.3 Limited Purpose FSA

| | |
|--|------------------|
| Mileage: | Yes |
| FSA Type: | Limited Purpose |
| Allow Mobile Eligible Expense Scanner: | Yes |
| Classes: | Faculty Staff |
| Max Contribution: | \$3,300.00 |
| Min Contribution: | \$100.00 |
| Rollover Amount - Employee: | \$660.00 |
| Max Rollover Amount - Employee: | N/A |
| Min Rollover Amount - Employee: | \$30.00 |

3.1.4 Commuter Benefits

Transit Account Pre-Tax

| | |
|------------------------------------|--|
| Classes: | Faculty (Bi-Weekly (20) - TRN/PKG Faculty payroll frequency) Staff (Bi-Weekly (24) - TRN/PKG Staff payroll frequency) |
| Max Contribution: | \$325.00 per month |
| Min Contribution: | \$10.00 |
| Allow Claims to be Filed Based on: | Plan Year Balance |
| Rollover Amount - Employee: | 100% |

Parking Account Pre-Tax

| | |
|------------------------------------|--|
| Classes: | Faculty (Bi-Weekly (20) - TRN/PKG Faculty payroll frequency) Staff (Bi-Weekly (24) - TRN/PKG Staff payroll frequency) |
| Max Contribution: | \$325.00 |
| Min Contribution: | \$10.00 |
| Allow Claims to be Filed Based on: | Plan Year Balance |
| Rollover Amount - Employee: | 100% |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 3 – PROGRAM INFORMATION - continued

3.2 COBRA and Direct Billing Services

Administrative services will include all standard services, including but not limited to:

- Initial (new hire) notices
- Qualifying event notices and benefit elections
- Open Enrollment for COBRA participants
- Billing and collection of COBRA premiums and other self-pay premiums
- Termination letters due to non-payment
- Premium rate change notices
- Provide access to a secure web portal for account status review, and other information
- ACA reporting
- Administrator will accept interface file from the College
- Accept electronic transfer of information from the College's incumbent vendor, as part of the transition process, including information for participants in waiting status
- Send COBRA election information to the College's medical, dental and vision administrators
- Monthly reporting

3.2.1 Transaction Volumes

Please use the following transaction data to develop your fee quote:

| Transactions - COBRA | Count/Volume 2023 | Count/Volume 2024 |
|--|---|---|
| Number of Eligible Employees – Active and Retirees | 1,375 actives 755 retirees | 1,375 actives 755 retirees |
| Number of initial COBRA notices sent (total new hires eligible for benefits) | ~15 per month plus additional 10 at the beginning of each semester | ~15 per month plus additional 10 at the beginning of each semester |
| Number of Qualifying Events Processed (total terminated employees) | 165 | 162 |
| Number of Elections Received | 15 | 9 |
| DIRECT BILLING (non-COBRA) | Count/Volume 2023 | Count/Volume 2024 |
| Total retirees paying premiums directly, not as pension deduction | ~5 | ~5 |
| Other – total employees paying any other self-pay contributions/premiums | 3 | 7 |

MONTGOMERY COLLEGE ▪ OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 3 – PROGRAM INFORMATION - continued

3.2.2 Direct Billing Premiums

For the Direct Billing, employees on Leave Without Pay would pay 100% of the premium, employer and employee costs but no additional 2% surcharge.

The College participates in the Maryland State Pension plan, and many retirees elect to have their insurance premiums deducted from their pension check. Only a few retirees whose pension payment is not large enough would require direct billing and collection by the selected vendor.

Depending on the years of service, retirees may qualify for either the 40% or 60% discounted rates.

Please refer to Exhibit C, for all COBRA and Retiree premium rates.

MONTGOMERY COLLEGE ▪ OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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 to at least three (3) public sector entities, and two higher education institutions.
- Possess an established mobile application
- Established procedures for managing COBRA subsidies
- Ability to adjust automated communications
- Possess a robust platform, including resources for employee education

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE, AND ACCESSIBILITY REQUIREMENTS

5.1 Network and Hosting Requirements

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

https://info.montgomerycollege.edu/offices/information-technology/it-security/it_standards.html

5.2 Data Protection

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

***Note:** The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or current SOC 2 report, upon request.

In addition, specific controls are required to support the confidentiality, integrity, and availability of college data, including but not limited to:

- Solution must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
- Solution must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
- Solution must employ TLS 1.2 or greater for all College data in-transit including any website or application portal.
- Solution must encrypt College data stored and maintained using at least the industry standard encryption algorithm AES-128 or greater.

If a multi-year contract, a satisfactory updated security questionnaire and/or SOC 2 report is required and must be submitted within thirty (30) days prior to start of contract renewal period.

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

Vendor acknowledges that its performance of Services under the Agreement may involve access to Confidential Information of the College including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected Information") that is subject to state, federal and/or international laws/rules restricting the use and disclosure of such information, including, but not limited to; the federal *Gramm-Leach-Bliley Act* (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g); and the privacy and information security aspects of the *Health Insurance Portability and Accountability Act* and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

Part 164); and the Payment Card Industry Data Security Standards promulgated by the PCI Security Standards Council; and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as well as any national, state or territorial implementations of such laws (as may be amended, superseded or replaced) (collectively, "GDPR"). Vendor agrees to comply, and require subcontractors to comply, with all applicable federal, state and international laws and industry standards restricting the access, use and disclosure of Protected Information.

5.2.2 Prohibition on Unauthorized Use or Disclosure of Protected Information

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

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

5.2.3 Safeguard Standard

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

Vendor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Information.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

While Vendor has responsibility for the Protected Information under the terms of this Agreement, Vendor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

1. All facilities used to store and process Protected Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Vendor components must employ TLS 1.2 or greater for all College data in-transit including any website or application portal. All data at rest must be encrypted using at least the industry standard encryption algorithm AES-128 or greater.
3. Vendor warrants that the Vendor Products and/or services (including any products and/or services provided by affiliates or subcontractors) must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
4. Vendor will require its employees and those of its affiliates and subcontractors to use multi-factor authentication to connect to all partner and sub-contractor systems that handle College data (at rest or in transit).
5. Vendor will use industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in providing Services under this Agreement.
6. Vendor shall not store or process Protected Information outside of data centers located in the United States.
7. Vendor must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
8. Vendor must provide its latest SOC 2 Type 2 reports, penetration test reports, PCI Attestations of Compliance for Service Providers, and any other relevant updated security documentation when it becomes available, or at least 60 days prior to renewals, or upon request by Montgomery College.
9. Vendor acknowledges and agrees that the College has, prior to entering into the Agreement, conducted Vendor Security Risk Assessments. Vendor agrees that it shall complete and cause its affiliates and subcontractors to complete remediation if required.

5.2.4 Return and Destruction of Protected Information

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Protected Information to College in an agreed upon format, and Vendor must destroy any copies of Protected Information remaining within its possession or control. This provision shall also apply to all Protected Information that is in the possession or control of affiliates or subcontractors of Vendor.

Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to College that such return and destruction has been completed. Vendor's affiliates and subcontractors must also make such certification to College.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

5.2.5 Breaches of Protected Information

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

I. Reporting of Breach

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

Vendor’s report shall identify:

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

II. Coordination of Breach Response Activities

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

III. PCI Compliance

College is required to maintain a program to monitor a third-party service provider's PCI DSS compliance at least annually. Vendor is responsible as a "service provider" under Requirement 12.8 of the PCI DSS for the security of cardholder data that it possesses, or that passes through it relating to receiving, storing, processing, and transmitting of the cardholder data and must at all times comply with all applicable requirements of, and annually validate such compliance with, the PCI DSS. Vendor will annually provide the College with evidence of its current validation of compliance with PCI DSS requirements. Such evidence must be specific and sufficient to enable the College to confirm that all applicable PCI DSS requirements are met. Vendor shall immediately notify College if it learns that it is no longer PCI DSS compliant and will immediately provide the College with the steps being taken to remediate the non-compliance status. Vendor is responsible to ensure that its affiliates and/or subcontractors comply with this provision.

IV. Cost Arising from Breach

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

5.2.6 Examination of Records

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

5.2.7 Assistance in Litigation or Administrative Proceedings

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

5.2.8 Cyber Security Insurance Requirement

Vendor shall maintain at all times during the term of this Agreement, at its own expense, **cyber liability and technology errors and omissions insurance** with limits not less than **\$3,000,000** for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Vendor's performance of services.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages and shall include a requirement that the Insurance Company shall notify the College in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of its policy. **A certificate of insurance shall be furnished to the College.** All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the College. The insurers must have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

5.2.9 Survival

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

5.3 Technology Accessibility

All information and communication technology (ICT) developed, purchased, upgraded or renewed by or for the use of the College community shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Vendor shall also comply with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG).

Offeror must submit an accessibility conformance report with response, if offering electronic content, software, hardware or support documentation and services in response to this solicitation. If an accessibility conformance report is not available, the bidder must complete the Voluntary Product Accessibility Template (VPAT) and submit with response. The WCAG VPAT template is available at <https://www.section508.gov/sell/vpat>.

A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process, and ***failure to provide this documentation upon request may result in the disqualification of submitted response.**

Prerequisite: Prior to contract award, the highest ranked bidder may be required to submit additional supporting documentation including:

- A product accessibility demonstration
- A recent accessibility audit report for the product/service
- A description of the process and methods used to evaluate accessibility compliance
- A description of how digital accessibility fits into your product development lifecycle
- A description of accessibility testing processes
- A description of any modifications, peripherals, etc., that can be used to make inaccessible features of your product functionally accessible
- A description of the extent to which your product is accessible to people with disabilities. Please include all common types of visual, hearing, motor, and cognitive disabilities

MONTGOMERY COLLEGE ▪ OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 5 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

***Note:** The College reserves the right to disqualify any bidding firm that fails to provide a completed ACR, product accessibility demonstration, or other accessibility conformance documentation.

If a **multi-year contract is awarded**, a satisfactory updated Accessibility Conformance Report or an Accessibility Roadmap documenting progress in remediating accessibility issues is required and must be submitted within thirty (30) days prior to the start of the contract renewal period.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 6 – PROPOSAL EVALUATION AND AWARD

6.1 Proposal Evaluation

6.1.1 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.

6.1.2 Evaluation Criteria

Offerors will be evaluated on the following criteria categories:

| Evaluation Criteria | Maximum Available Points |
|---|---------------------------------|
| Qualifications | 25 |
| Demonstrated Experience | 25 |
| Assessment of the value of the Offerors' services offered | 25 |
| Program Fees | 25 |
| 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 Offerors' services, taking into consideration how closely the Offeror meets the requirements of the RFP and, 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 Offeror in general, as well as that of the individual(s) assigned to work with Montgomery. Information to be obtained by Montgomery from the Offeror's references or other clients or providers.

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 7 – PROPOSAL SUBMISSION

7.1 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 section 7.2, 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.

7.2 Required Proposal Submittals

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

7.2.1 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.

7.2.2 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)
- Exhibits (Attachment C)
- 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:

7.2.3 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 7 – PROPOSAL SUBMISSION-continued

7.2.4 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.

7.2.5 References

The Offeror must submit five (5) references, (3 current and 2 past) 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 current 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.

7.2.6 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.

7.2.7 Acknowledgement of Receipt of Addenda (if applicable)

Refer to section 1.4

7.3 Fee Proposal (Refer to Section 8)

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 8 – FEE PROPOSAL

A. Fee Table:

Refer to **Montgomery College – 2026 FSA, COBRA and Direct Billing Services Fee Proposal (Excel files)**. These must be completed and returned with your proposal response.

Your quoted rates assume a January 1, 2026, 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

B. Financial Guarantees:

1. Will your fees be guaranteed for all services for the 36-month period beginning on the contract effective date? Thereafter, will your fees be guaranteed for each succeeding full twelve-month period? Will this provision be included in your contract?

2. Will your contract provide for 150 days' advance notice of renewal rates?

3. List all services and supplies that are covered by the 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, brochure drafting, printing and mailing) describe clearly in your Fee 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

SECTION 8 –FEE PROPOSAL - continued

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT A - QUESTIONNAIRE

General Questions for All Vendors

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. All questions must be answered directly below each question. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option. Be sure to refer to the earlier sections of this request for proposal (RFP) before responding to any of the questions so that you have a complete understanding of all of the State's requirements with respect to the bid.

Please respond to this RFP Questionnaire electronically in a Microsoft Word format. If you wish, you may submit and additional PDF version. Attachments and other exhibits may be sent in PDF format.

The submission of your proposal will be deemed a certification that you will comply with all requirements set forth in this RFP.

A. Company History and Financial Profile

Historical information shall include the last three (3) years through the most recent complete fiscal year.

- A1. Where is your company located and how long has it been operational? Has your company been known by any other names(s)?
- A2. Is your company a division or subsidiary of a parent firm? If yes, please indicate the name of the parent firm.
- A3. How many employees are currently employed at your company, including clerical and support staff? What was the total 12 months ago? Is your firm anticipating any expansion or reorganization in the next year? If yes, please explain.
- A4. Do you plan to subcontract any portion of the services required to another firm? If yes, please answer the following:
 - A4-1 List all of the services would you plan to sub-contract and to which company.
 - A4-2 Do you use subcontractors operating outside the United States? If so, please describe which functions are typically subcontracted to these entities and location.
 - A4-3 Will you agree to only use onshore US subcontractors for all requested services?
 - A4-4 Will you take responsibility for the quality, timeliness, and accuracy of these services?
 - A4-5 Would there be an expectation that College administration staff and/or participants would interface directly with any subcontractor?
- A5. Provide the latest annual report or other financial reports (including audited financial statements) that indicate the financial condition of your organization. If your company is privately held, list owners with 5 percent or more of equity.
- A6. Please describe any type of external audits performed of your operations including but not limited to SSAE-18/SOC2 and the frequency of these audits. What is the date of our most recent report?
- A7. Is your organization subject to PCI DSS compliance (as it relates to debit cards)? Provide a brief description of your compliance program.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- A8. Has your company ever been involved in any litigation or are there any outstanding legal actions pending regarding the proposed product/services? If yes, please explain the nature and current status of the action(s).
- A9. Can you assure the client these actions will not disrupt your business operations and/or ability to provide the requested services?
- A10. What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect this plan in the event of a loss. [Please provide copies of such policies].
- A11. Has your firm or any client administered by your firm ever sustained a fidelity loss or claim? If yes, please provide details.
- A12. Indicate your firm's liability insurance limit with regard to cyber security, errors and omissions (or professional liability), negligence, etc. Please include name of insurer for each policy. [Please provide copies of such policies].

B. Organizational Experience and References

- B1. Please list the number of years your company has provided the following services:
- B1-1 Health FSA Administration: _____
- B1-2 Dependent Care FSA Administration: _____
- B1-3 Commuter Benefits Administration: _____
- B1-4 COBRA and Direct Billing: _____
- B2. What percentage of your organization's total revenue is represented by the administration of FSAs: _____ Commuter: _____ COBRA/Direct Billing: _____
- B3. How many clients are you currently administering? How many additional clients are expected during the next 6 months? Of these, how many are colleges and/or educational institutions?
- B4. Using the Form in Attachment D – References, provide the name, address and telephone number of at least three (3) current client references that are similar with respect to group size, industry, and/or services provided. You must include at least (1) one higher education institution (university or college) that has utilized your company's services in the past 3 years.
- B5. Has any client terminated the administration services of your firm during the past five years? If so, please provide the names along with the reason for each termination. Can they be contacted? If yes, provide contact information for at least three (3) terminated clients. If not, describe why they cannot be contacted.
- B6. Describe how your company keeps abreast of on-going changes within your industry, and how you share this information with your clients.
- B7. Identify those individuals who would be responsible for the day-to-day service for the College in the form of an organizational chart (showing who they report to within your organization). Briefly describe their length of service with your firm, and total years of relevant industry experience. Please do not submit lengthy resumes.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- B8. Will you have dedicated (designated) staff assigned to the College for both Account Management and customer service roles? Who will be the backup? How many other accounts are assigned to these primary and backup individuals?

C. FSA and Commuter Benefits Administrative Services

- C1. How will you support the College's efforts to promote employee participation in these programs at new hire orientations and annual open enrollments?
- C2. Who will be assigned to attend the Open Enrollment Benefit Fairs? We expect one in-person meeting at each of the 4 College locations.
- C3. Are participants able to access their account information on a website? How frequently are transactions posted on the website? Does the website show whether the claim is pending while expenses are being substantiated? Do you offer a mobile app for account management and submission of claims and receipts?
- C4. Please complete the below chart for all claim types:

| Claim Type | Plan Type | Percentage of All Claims Processed | Average Turnaround time |
|--------------------------------|---------------|------------------------------------|-------------------------|
| Paper Claims | Health FSA | | |
| | Dependent FSA | | |
| | Transit | | |
| | Parking | | |
| Electronic Claims (Debit Card) | Health FSA | | |
| | Dependent FSA | | |
| | Transit | | |
| | Parking | | |

- C5. The College requires that the following services be provided in administering the FSA and COBRA/Direct Billing programs. Please complete the following table. Indicate if your organization will perform the following services for the College. If your proposal does not include all of these services, or includes other additional services, please describe in detail. Also, please indicate any additional costs for providing each service in the Financial Section.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

| Service | Will your organization perform the following services? Indicate Y/N | | Explain the reason for not performing the service |
|--|--|--------------------------|---|
| | Yes | No | |
| Initial setup of employee accounts (including 2025 carry over balances and processing of run-out claims) | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Web-based on-line tools for general information & savings calculators | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Ongoing record keeping of accounts | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Processing of requests for reimbursement, including substantiation | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Employee notification of account balances near year-end | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Education and program communications to employees | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Periodic accounting and utilization reports (robust library of standard reports) | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Flexible banking arrangement for funding of manual claims and debit card transactions | <input type="checkbox"/> | <input type="checkbox"/> | Text |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | Text |

- C6. For paper claims, how often would reimbursements be made to participants? Is there a minimum amount?

| | Vendor Response |
|---|--|
| a. Health FSA account | Text |
| b. Dependent FSA account | Text |
| c. Transit | Text |
| d. Parking | Text |
| e. Can the frequency of the payment cycle/schedule be determined by the client? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Vendor Response |
| f. For claims funding requests, can you separate manual claims vs. debit card transactions? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Can you waive pre-funding of the bank account for manual claims? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- C7. Can you accommodate changes to an employee's election during the plan year due to employee status changes, family status changes and other qualifying events?
- C8. What safeguards exist against an ineligible employee attempting to gain reimbursement under the program?
- C9. Can your system flag certain recurring expenses that have already been substantiated? (i.e., will you require substantiation of a recurring eligible expense each time the expense is submitted or only the first time the expense is submitted?)
- C10. Does the system maintain covered dependent information? Do you verify dependent eligibility prior to approving claims?
- C11. How does your system identify and flag duplicate claims?
- C12. How do you identify and handle overpayments and underpayments?
- C13. How will forfeitures be handled for year-end accounting? When do you perform prior year reconciliations?
- C14. Describe your banking arrangement for funding manual claims. Include the timing of the call for funds to cover reimbursements.
- C15. Do you offer direct deposit for reimbursements? Do you allow employees to assign reimbursements to their provider?
- C16. Confirm the College will be permitted to have an independent audit performed, using their own auditor, of your claims transactions and verify compliance with the contract terms. You will not charge a fee (the College would be responsible for the fees of the independent auditor).
- C17. **Commuter Benefits:**
- C17-1 Describe how manual request for reimbursements would be administered from the standpoint of participants. Does the process differ between transit and parking claims? What type of automation will you be able to accommodate?
- C17-2 Based on your experience, describe whether the use of debit cards with parking vendors located in the Montgomery County area would be auto-substantiated (please note employees also commute from West VA, Northern VA and the DC area). How is reimbursement handled otherwise? Voucher system, or cash reimbursement?
- C17-3 Similarly, how would reimbursements work for employees using mass transit (WMATA, MARC, etc.)? Are commuter debit cards accepted by these transit systems?
- C17-4 Describe how your debit card will work for tolls. Explain how it works and/or why it does not work.
- C17-5 Which parking vendors and mass transit systems would work with vouchers, debit cards and other payment methods? Please explain.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

D. Debit Cards

- D1. Describe your debit card services. Do you provide a proprietary debit card, or do you use a subcontracted debit card vendor (which one)?
- D2. With which other companies do you contract in order to provide debit card services (e.g. bank, credit card company, etc.)? Describe the services provided by your company and those contracted to other companies, and the contractual arrangements.
- D3. How many debit cards are provided to each participant; are spouses/dependents provided with a card? Do all cards bear the employee's name or do you customize the extra card with the spouse's name?
- D4. Do you issue pre-activated cards or are participants required to activate the cards? Do you allow clients to choose?
- D5. How many accounts can be stacked in one debit card? Can you stack all accounts (including commuter) into one debit card for participants holding multiple accounts?
- D6. In your experience, and specifically in Maryland, will the debit card work for mass transit?
- D7. Describe your process for requesting substantiation for transactions that are approved at point of sale but cannot be substantiated automatically. How many times do you send requests/reminders? Please outline your process for account suspension in the event that a claim is not substantiated, and when the account may be reactivated.
- D8. How do you assure that every claim, both electronic and paper, is properly substantiated in accordance with IRS guidelines?
- D9. Have you ever administered a claim that has been investigated by the IRS for lack of substantiation or other compliance concerns? If so, describe the investigation and results.
- D10. Regarding IRS Rev. Ruling 2003-43, briefly describe how your program complies with the following:
- Employee certification requirements
 - Limiting reimbursements to qualified vendors
 - Review and substantiation of every claim
 - Meaningful correction procedures
- D11. Regarding IRS Notice 2006-69, briefly describe which automatic electronic substantiation methods you use:
- Copayments
 - Recurring claims
 - Real-time substantiation
 - Inventory Information Approval System (IIAS)
- D12. Can your card be used to pay for eligible over the counter items?

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- D13. Which medical and dental insurers do you work with to receive carrier feeds for claims substantiation? Do you currently work with Cigna for medical and dental claims data?
- D14. Describe your procedures for terminating the debit card when an employee is terminated or no longer a participant in the plan.
- D15. Describe the banking arrangements necessary to implement your debit card program. Include information about when money transfers would be required and how often. Do you have a minimum funding requirement (RMF) for your debit card program? Will you waive the RMF if you can call for funds daily, via ACH?

E. COBRA Administration and Direct Billing Services

- E1. Indicate whether you are able to provide the requested service and include an outline of your service offering including whether the College administrators would be provided view access to the COBRA and Billing platforms.
- E2. Describe your account management structure. Will you agree to provide a designated COBRA Subject Matter Expert (SME) as an account manager, separate from the FSA account manager?
- E3. How are premium payments collected and deposited? Do you offer any online/electronic premium payment options (ACH or credit cards)?
- E4. What types of COBRA and Billing administration reports do you provide on a routine basis? Please provide samples.
- E5. Are you able to send electronic eligibility files directly to the health and dental plan providers, currently Cigna, as well as EyeMed, the vision service provider? Are you able to issue file feeds in the standard HIPAA 834 format and/or the vendor's proprietary format?
- E6. Will you agree to receive a Workday file extract with the necessary information to send Initial COBRA notices for new hires, as well as qualifying event information for sending recipients with the appropriate COBRA package?
- E7. Describe your non-COBRA event related direct billing procedures for employees who are out on unpaid leaves, retirees paying health continuation premiums, etc. Will you implement a mutually acceptable process to receive electronic files notifying you of the event and appropriate premium codes?
- E8. Do you automatically terminate members for non-payment? Do you send out delinquent letters? What is your timing?
- E9. Will you provide a Year-End ACA file for issuing 1095 Forms?

F. Customer Service

- F1. Who would be assigned to the College as the Account Manager? Briefly describe their experience with FSAs and COBRA. How many other accounts does this person manage that are similar to the College in size and demographics?

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- F2. Provide a brief overview of the administration office you would propose for the College.
- F2-1** What is the location and hours of operation of the office that would provide day-to-day account service?
- F2-2** How many employees are located in that office?
- F2-3** What percentage of your staff primarily work remote vs in the office?
- F2-4** What functions are performed at that location?
- F3. If your firm is selected, do you anticipate hiring additional staff? If so, how many and in what category/position?
- F4. Please describe your current web portal and mobile app capabilities for FSAs and COBRA/Direct Billing, as they relate to customer service including what features are available, what information can be accessed by the College's administrative office, what information can be accessed by employees, and what information can be updated using self-service tools.
- F5. Describe your phone system, call recording and document imaging capabilities, and other contact center solutions used.
- F6. What hours will the telephone lines be staffed by actual customer service representatives? (Please do not include hours the telephone line will be staffed by an answering service or device that will only take messages.) What support is available to participants when the customer service center is closed?
- F7. Do you conduct customer satisfaction surveys? If yes, please provide the satisfaction percentage for the last 2 years.
- F8. The College is interested in the customer service performance of the administrative office that you would propose for the State. Please provide your most recent performance statistics for the following categories:

| | Statistic |
|--|-------------------------|
| Percent of calls answered within a specified number of seconds (average speed of answer) | _____ % within 30 secs. |
| Abandoned call rate | |
| First call resolution rate | |
| Of calls requiring additional research, percentage responded to within 24 business hours | |

- F9. Indicate the ways in which your organization is able to accommodate the special needs of participants. (check all that apply)
- ☐ No special accommodations
- ☐ Have a TDD or other voice capability for the hearing impaired
- ☐ We accommodate non-English speaking enrollees by contracting with an independent translation company
- ☐ We maintain customer service staff with the ability to translate foreign languages

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

☐ We maintain customer service staff with the ability to translate the following languages:

G. Computer Systems and Support

G1. Please describe your benefits administration system (hardware, platform, software, etc.). Describe how you would track and capture payroll deductions, eligibility information, benefit payments, account balances, etc. Please be specific.

G2. Does your system have integrated imaging/scanning and workflow capabilities?

G3. Please indicate what components of the computer application were: a.) developed in-house, b.) purchased or licensed. If software is purchased or licensed, please indicate from whom.

| Function | Developed In-House | Purchased or Licensed | Year of Last Major Modifications | Name of Software / Vendor |
|----------------------|--------------------|-----------------------|----------------------------------|---------------------------|
| FSA Administration | | | | |
| Debit cards | | | | |
| COBRA Administration | | | | |
| Direct Billing | | | | |

G4. Do you have experience working with files extracted from the Workday HRIS system? Would you agree to accept the current file extract from the Workday system? Please submit a sample file layout for Eligibility and Payroll contributions.

G5. Do you agree to accept full files at the end of each Open Enrollment period, and full files instead of incremental files for subsequent changes throughout the year?

G6. How flexible is your file exchange requirements? Are you able to accommodate Workday Could Connect integration to receive/exchange file updates?

G7. Where is your system hosted (in-house, off-site data center, SaaS, cloud, etc.)?

G8. Do you have programmers on staff? If so, please describe the staffing of your IT department. Do you use any subcontractors? If yes, please describe.

G9. Do you have a policy that addresses the handling of client's data should the client wish to select another service provider? If yes, describe. Will you cooperate with the new vendor and provide all historical data to the new vendor on a timely basis?

G10. Do you have a disaster recovery program and when was it last updated? Briefly discuss your business continuity/contingency plan; how quickly can you resume operations when there is an outage?

G11. Describe the security controls you have with regard to your website. Please describe the requirements for user authentication.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

H. HIPAA and Cybersecurity

- H1. Describe the process used by your company to comply with HIPAA Privacy, and Security requirements. Have you received external or independent certification regarding your HIPAA compliance?
- H2. Do you have a cybersecurity program in place? If so, do you follow an IT security framework such as the NIST cybersecurity framework (CSF), ISO 27001/27002, CIS or other?
- H3. Have you or a subcontractor ever sustained a HIPAA breach or violation? If so, please describe the breach or violation and your efforts to remedy the situation.
- H4. Is your staff trained on all Privacy and Security requirements? Please describe your training program and enforcement policy.
- H5. How frequently do you conduct an analysis of the risks and vulnerabilities to protected health information (PHI) in your system and networks? Who performs the assessment and when was the last assessment conducted?
- H6. Does your system produce sufficient audit trails to satisfy the HIPAA Privacy and Security regulations?
- H7. How do you authenticate users for access both locally onsite and remotely? Do you use multifactor authentication (MFA)?
- H8. Is your system's database encrypted? Are data backups encrypted? Do you store backup media/servers off-site at a different location?
- H9. Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for e-mails and file attachments? Please describe.
- H10. Describe the encryption solution that you provide clients for exchanging e-mails containing ePHI.
- H11. What methods/tools do you use for data destruction prior to media disposal?

I. Reporting Capabilities

- I1. Are you able to provide billing and reporting broken out by the various employee groups/categories (faculty, non-faculty, etc.)?
- I2. You will also be expected to meet minimum reporting requirements, including:
 - Weekly/monthly/quarterly/annual reconciliation, customer service and activity reports showing counts by employee group, type of FSA account or direct billing, and other pertinent information;
 - Paid claims detail documentation to support claims funding requests
 - Bi-weekly claims funding report and claims funding invoice
 - Claims funding by plan year
 - Monthly activity reports showing the types of transactions processed broken down by Account type, and employee category;
 - Full financial accounting reports including forfeitures;

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- Annual summary report to the College, highlighting activity, observations and recommendations.

Please confirm your ability to provide all required reports as well as any deviations from the requirements. Describe other reports you would be prepared to provide or that you provide as part of your standard reporting package and the frequency and availability of each.

I3. Are all reports available via on-line access? Can clients run ad-hoc reports on demand?

I4. Please include samples of the following materials:

- Communication materials
- Claims forms and payment notices
- Management reports

J. Implementation and Transition Issues

J1. Do you have a special team assigned to handle the transition of new clients? Who would be assigned to the College if you are selected? Please include the titles and credentials of these team members.

J2. Are all implementation costs included in your basic fees? If no, please identify all additional charges and include them in the Fee section.

J3. Will you agree to guarantee complete implementation within 90 days of being awarded the contract? What is the minimum amount of time recommended to ensure a clean transition of the proposed programs?

J4. Please confirm that you will be able to successfully implement the College programs effective January 1, 2026, and be ready to support the open enrollment process in late October/November of 2025.

J5. Describe your implementation process, the proposed implementation schedule (with estimated dates) including all milestones such as critical events, tasks and task dependencies, and entity responsible (vendor or College) to successfully implement the administration services related to the FSA, COBRA and Billing services.

K. Performance Standards and Guarantees

K1. What performance guarantees would you be willing to include in a contract with the College? Provide the performance standard for each service category (e.g., timely implementation, website availability, call speed of answer, call abandonment rate, financial accuracy of fees and claims, accuracy and timeliness of billing services, timely delivery of required financial invoices and reporting, etc.).

K2. What is the maximum percentage or total penalty amount you are willing to offer?

K3. Please describe your financial penalties for failure to meet guarantees and the threshold that would trigger such penalties. Will you offer a maximum dollar amount or percentage of administrative fees, or both?

MONTGOMERY COLLEGE ▪ OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

- K4. Do you provide periodic reports to your clients that can track and show actual performance and service levels? What type of reports do you provide clients for monitoring your performance? Will you self-monitor and self-report? Confirm that you will agree to measure and calculate the penalty quarterly if the standard is not met and present the results to the College.

ATTACHMENT B – DEVIATIONS FORM

[illegible]

MONTGOMERY COLLEGE ▪ OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT C – EXHIBITS

COBRA RATE INFORMATION WILL BE PROVIDED UPON REQUEST, ONLY TO THOSE FIRMS THAT INTEND TO SUBMIT A PROPOSAL IN RESPONSE TO THIS SOLICITATION.

REQUEST SHALL BE SENT TO THE FOLLOWING EMAIL ADDRESS:

vendor.proposals@montgomerycollege.edu

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT D – REFERENCES

| ACTIVE CLIENT REFERENCE 1 (Must be a Higher Ed organization) | |
|---|--|
| Company Name | |
| Location | |
| Contact Person/Title | |
| E-mail | |
| Telephone Number | |
| Service Dates | |
| Total number of enrolled employees and services provided | |

| ACTIVE CLIENT REFERENCE 2 | |
|--|--|
| Company Name | |
| Location | |
| Contact Person/Title | |
| E-mail | |
| Telephone Number | |
| Service Dates | |
| Total number of enrolled employees and services provided | |

| ACTIVE CLIENT REFERENCE 3 | |
|--|--|
| Company Name | |
| Location | |
| Contact Person/Title | |
| E-mail | |
| Telephone Number | |
| Service Dates | |
| Total number of enrolled employees and services provided | |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT D: REFERENCES - continued

| PAST CLIENT REFERENCE 1 | |
|--------------------------------|--|
| Company Name | |
| Location | |
| Contact Person/Title | |
| E-mail | |
| Telephone Number | |
| Service Dates | |
| Reason for Termination | |

| PAST CLIENT REFERENCE 2 | |
|--------------------------------|--|
| Company Name | |
| Location | |
| Contact Person/Title | |
| E-mail | |
| Telephone Number | |
| Service Dates | |
| Reason for Termination | |

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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: | |

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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 _____

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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 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.4 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.5 Please provide the following information:

Print clearly

| | | | |
|------------------|--|--------------------------|--|
| Company Name | | Years in Business | |
| 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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT H – NO BID 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 |
|-------------------|---|

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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

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

MINORITY PARTICIPATION Pursuant to Section 16-311(f) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and economically disadvantaged 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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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
REQUEST FOR PROPOSAL (RFP) TITLE: FSA and Commuter Benefits Administration, COBRA and Direct Billing
Services
RFP NUMBER: E925-007
RFP CLOSING DATE AND TIME: MAY 5, 2025 @ 3:00 PM

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