

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE: EAP (EMPLOYEE ASSISTANCE PLAN) BENEFITS PROGRAM
RFP NUMBER: E925-008

RFP CLOSING DATE AND TIME: May 7, 2025 @ 3:00 PM



ADDENDUM #3

Issued: May 1, 2025

PURPOSE OF ADDENDUM:

- To provide a Word version of this Request for Proposal.

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 7, 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

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ADDENDUM #2

Issued: April 29, 2025

PURPOSE OF ADDENDUM:

- To provide answers to all vendor questions received by the April 24, 2025 question submittal deadline. **(See following pages)**
- To receive the documents listed below, please send email request to:
Patrick.johnson@montgomerycollege.edu
 - To provide Montgomery College Census for 2025
 - To provide updated Attachment C – Cost Estimate Exhibit
 - To provide updated Exhibits – Plan Design and Other Questions
 - To provide the most recent EAP Utilization Reporting

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson'.

Patrick Johnson, MBA
Director of Procurement

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NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **May 7, 2025, 2025.**

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Company Name

Authorized Signature

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ADDENDUM #2

Vendor Question:	Montgomery College Answer:
Please provide a census for the full 1800 eligible EE's that includes gender, date of birth and zip code.	See attached Excel file
Please clarify if the 950 Retirees noted in the RFP are definitely being added as eligible for EAP coverage effective 1/1/2026. If so, will the Retirees be separate from the 1800 eligible EE's or added to? Please provide a census for the Retirees that includes gender, date of birth and zip code.	Retirees will be added to the group effective 1/1/2026. However, please provide fees with and without retirees by completing the Excel exhibit in Attachment C. A retiree census is not currently available, however there are approximately 50 non-Medicare retirees and the others are covered by the Kaiser Medicare Advantage Program or the Cigna Medicare Supplement with EGWP/Rx.
Please provide EAP utilization reports from the current carrier for the most recent two years at minimum.	See attached EAP utilization reporting.
Attachment G in the main RFP document (e925-008.pdf) is formatted as if the fields should be fillable in Adobe but they are not, and the format makes it very difficult to insert the requested information even when converted to Word. Would it be possible to obtain a revised version of this form, either with a simplified format or fields that can be completed in Adobe?	Please find RFP Forms in Word
The RFP requests: Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Please confirm if electronic signature would be acceptable as the proposal is being submitted electronically.	Yes, an electronic signature is acceptable.
E925-008-EAP-benefits-program-attachment 2, EAP Questions – Network tab, Top 5 3-digit zip code areas chart. Please confirm the requested zip codes as we are having trouble locating 028, 029,027 - preferably using 5-digit zip codes.	Please use the attached updated Network tab of Attachment C. The first 3-digits in the original were transposed and have been updated in the attached exhibit. The 5-digit zip codes are also available in the census file provided.
Will you accept electronic signatures on all proposal forms?	Yes, an electronic signature is acceptable.

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How long has ComPsych been providing services to the College?	Refer to the attached reporting available for Montgomery College for the most recent two years.
Do you have employees who reside in California? If yes, how many employees?	There could occasionally be a limited # of remote employees, dependents or MC students who access EAP services from CA. They are not likely to permanently reside there.
Please provide the current rate and a rate history throughout the contract term for the EAP.	The College prefers not to disclose current fees as we expect each bidder to provide their most competitive fee quote.
What is the annual budget for the EAP?	We welcome a competitive proposal that meets the service needs of the group and provides value.
How many total hours of the following services were utilized in each of the last two (2) years? <ul style="list-style-type: none"> Onsite training/orientation/educational seminars. Onsite health fair/event participation. Onsite critical incident support events (# events/# hours). Webinar training. 	Refer to the attached reporting available for Montgomery College.
Please provide copies of 2022, 2023, and 2024 EAP utilization reports.	Refer to the attached reporting for Montgomery College for the most recent two years.
If reports are not available, please provide the following for each of the last 2 years and YTD: <ul style="list-style-type: none"> Number of employees on which the report is based. Total number of clinical cases. Total number of work-life cases. Total number of clinical sessions. 	Refer to the attached reporting for Montgomery College for the most recent two years.
On a scale of 1-5 with 5 being the highest, how would you rate your current vendor?	This can be discussed with finalists.
What are the three components that are most important to you in an EAP?	Engaging and easily accessible, the quality of services provided, customer service and account management.
Is your workforce currently in-office, remote, or hybrid?	Proposals should take into account a hybrid of faculty and staff households and newly eligible retirees.

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How many employees covered under the EAP fall under Department of Transportation (DOT) regulations?	SAP services will not be required. Please use the updated Plan Services and Rate exhibits in Attachment C.
Are DOT Substance Abuse Professional (SAP) evaluations included within the EAP contract? If yes, is there a cap on the number of evaluations included each year within the EAP rate or are evaluations provided on a fee-for-service basis?	No. SAP services will not be required. Please use the updated Plan Services and Rate exhibits in Attachment C.
How many Department of Transportation (DOT) Substance Abuse Professional (SAP) evaluations have been requested in each of the last three years?	These services will not apply to the new contract.
How do you currently track and manage contract compliance? Please provide insight into the condition of the workforce. Are your employees facing: <ul style="list-style-type: none"> • Stress? • Low morale? • Inflation pressures? • Financial challenges? • Burnout? 	See the attached reporting for Montgomery College the most recent two years.
How do you utilize EAP in managing employee health and well-being?	It is used for trainings, education, critical incident response and support of wellbeing to eligible Faculty and Staff families/households.
How do you currently track the effectiveness of the EAP program?	Reporting and feedback from Faculty and Staff as well as HR leadership
Have there been any major events in the last year (i.e. reductions in force, critical incidents, etc.)?	Refer to the attached reporting for Montgomery College since establishing a separate contract with ComPsych.
Is your EAP Helpline currently answered by customer service representatives or by clinical personnel?	Proposed EAP intake services should assume response by MA-Level clinicians 24/7/365.
Are legal, financial and daily living work-life services currently a part of your EAP program?	Please refer to the services in the updated Plan Design and Rate exhibits of Attachment C and links to the current program provided in the exhibit.
Please provide an employee zip code census so we may run a GeoAccess provider coverage report.	Please refer to the census information included with this response.

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What will be required of the clients we list as references? Will you conduct a telephone interview, require a written reference response, etc.?	Please provide phone number and email contact information for potential outreach for finalists.
Are onsite clinicians a requirement? If so, how many clinicians are expected to be onsite and for how many hours per week?	No.
Are medication management services a requirement?	No.
Is agreeing to the "piggybacking"/Rider Clause a requirement for this solicitation?	Agreement is not required.
The Performance Guarantee exhibit shows the total percent of Implementation Guarantees first quarter fees 2026 at risk as 100%. Is the intent for 100% of implementation fees to be at risk? When we determine what the percent of fees will be for implementation, are you suggesting off the first month fees or something else?	Implementation fees, if they apply, can be placed at risk. If they do not, the core EAP fees for Q1 may also be placed at risk. Please specify details of your proposed arrangement or alternatives.
What is your current PEPM fee and the renewal fee for 1/1/2026 if available? Does it include all the requested services in the RFP?	The College prefers not to disclose current fees as we expect each bidder to provide their most competitive fee quote.
How long has ComPsych been the EAP provider?	See the attached reporting for Montgomery College for the most recent two years.
What, if anything, are you looking to improve or add to your current EAP services?	This may be explored with finalists.
Do you currently offer EAP services to students? Would you be interested in receiving information or pricing to provide these services as many of our college and university clients decided to do this? The fee is per student rather than per family household.	Yes. Certain students who are temporarily employed have access to EAP benefits, but not the broader student population. Optional services and fees can be disclosed in the rate exhibit in Attachment C.
Do you currently have a Wellness vendor? Would you be interested in receiving information or pricing to provide these services? We have a complete personalized and incentivized program, managed by a wellness consultant, and all customizable.	A full-time Wellness Specialist currently coordinates resources leveraging campus faculty, EAP, and health plan resources.

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	Bidders may provide high-level information under optional services in the rate exhibit in Attachment C.
Do you currently have virtual self-service therapy sessions available?	Please refer to the updated Plan Design exhibit in Attachment C
Please provide utilization reporting for the last two years including utilization of the EAP, CISD, and training hours separately.	See the attached reporting for Montgomery College for the most recent two years.
How many DOT / SAP and FFD services were utilized in 2023 and 2024?	These services will not be required for the new contract. Please see the updated Plan Design and Rate exhibits in Attachment C
Would you provide Sections A, B, D, E, F, and G in a Word document?	See attached word documents; electronic signatures are accepted.
Are you able to break out how many hours are required for training, orientations, health fair, and critical incident stress debriefing?	See the attached reporting for the most recent two years.
How many hours were used in the past two years?	See the attached reporting for the most recent two years.
Are you open to alternate session models beyond the current 6 session model?	Not at this time. Current session limits apply on a per episode basis. An equivalent arrangement on a maximum per CY basis may be acceptable.
Is there a pricing preference for Montgomery College - fixed fee per employee per month (PEPM) or use based pricing?	PEPM for core EAP services.
Are you able to provide utilization reports from the current EAP?	See the attached reporting for the most recent two years.
What 3 components are most important in an EAP?	Quality of services, engagement levels/access, and overall value.
How many hours are currently included for training and critical incident stress debriefing?	See the attached reporting for the most recent two years.
Do you have any concerns with the current EAP that could be addressed in the proposal?	This may be explored with finalists.
What has been the biggest barrier to employee engagement with the current EAP?	This may be explored with finalists.
Will the College consider virtual options for crisis response, critical incident stress	Yes.

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debriefing, and manager support?	
What specific metrics or key performance indicators (KPI) are most important to demonstrate ROI and evaluate the success of the EAP to leadership?	Those outlined in the Attachment C Performance Guarantee exhibit.
In reviewing the employee headcount from the Employee Data Dashboard, can you confirm that all “Employee Type” including <i>student aids</i> and <i>work-study students</i> should be included?	Yes. Students receiving paychecks from the College have access to the EAP.
The approximate 950 retirees are a separate population, but we are to include them bringing the total covered population to approximately 4,559. Is this accurate?	No. Please base proposals on the census provided with this response, plus 950 Medicare and Non-Medicare retirees. Approx. 50 are non-Medicare. Refer to the updated exhibit in Attachment C for the fee proposal format.
Are you able to provide a full census file with zip code data for your eligible population? If not, can you please provide the full 5-digit zip codes for the Top 5 Zip code areas of your 1,800 Active Faculty and Staff Employees on the EAP Questions - Network Tab.	Yes, see the attached census file for the active group containing zip codes and updated Network Tab in the Attachment C exhibit.
EAP services are typically provided to all employees. This is referenced in the RFP and refers us to the college’s employee data dashboard, which states there are currently 3,609 employees. The Excel document seems to only include 1800 benefit-eligible employees. Please clarify the number of employees covered.	Not all employees have EAP benefits. Some employees are covered through collective bargaining agreements or other contracts.
Assessment and Referral -How many individuals received 1-6 sessions in 2022, 2023 and 2024? -How many total sessions were provided in 2022, 2023 and 2024?	See attached reporting for the most recent two years.
Crisis Intervention/Critical Incident Debriefing	See attached reporting for the most recent two years.

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<p>-How many Crisis Intervention/Critical Incident Debriefing events occurred in 2022, 2023 and 2024?</p> <p>-How many Crisis Intervention/Critical Incident Debriefing hours were used in 2022, 2023 and 2024?</p>	
<p>DOT Services “Employer-initiated coordination of referrals and compensation of Substance Abuse Professionals”.</p> <p>-How many DOT employees does the college have?</p> <p>-Does the college have a second-chance policy or a zero-tolerance policy for employees who test positive?</p> <p>-Does the college require employees who need SAP evaluations to pay the EAP vendor for the evaluations and then the vendor compensate the SAP or should SAP evaluations be included in the PEPM fee?</p> <p>-If SAP evaluations are to be included in the PEPM, please share how many employees required DOT SAP services in 2022, 2023 and 2024.</p> <p>Aside from DOT Services, does the college make other Employer-initiated referrals to the EAP and require compliance monitoring and reporting? If yes, please describe any requirements and share the number of non-DOT employer-initiated referrals made in 2022, 2023 and 2024.</p>	<p>Please disregard. These services will not apply to the new contract. Please disregard and note the updated Plan Design exhibit in Attachment C.</p>
<p>5.2 Data Protection and 5.2.3. Safeguard Standard #3</p> <p>Solution must support federated single sign-on (SSO)</p> <p>-Is this requirement related to college users logging onto the EAP vendor’s website for services? If so, will the college allow users to access services with alternative credentials? EAP needs are highly sensitive and confidential. Requiring use of Montgomery College credentials may deter individuals from using the services. If required, how will family members access services?</p>	<p>The current EAP portal login/access is universal to all MC eligible employees. Establishing a private personal EAP account is not a required service, but further clarification can be shared with finalists.</p>

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<p>7.2.6 Subcontractor Listing</p> <p>“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”.</p> <p>Vendors have 1,000s if not tens of thousands of network providers who are subcontractors. Please consider an alternate requirement, such as providing our credentialing processes and requirements, with an agreement to remove any providers that the college has identified as problematic in the past.</p>	<p>The question refers to services (work/life, legal, financial, etc. or back-up provider networks). It does not pertain to individual clinical practitioners.</p>
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*******END OF QUESTIONS AND ANSWERS*******

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ADDENDUM #1

Issued: April 22, 2025

PURPOSE OF ADDENDUM:

- Replace section 18 (Insurance Requirements), to 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.

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All other specifications, terms and conditions remain unchanged.



Patrick Johnson, MBA
Director of Procurement

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Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

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RFP TITLE: EAP (EMPLOYEE ASSISTANCE PLAN) BENEFITS PROGRAM

All proposals MUST BE RECEIVED **electronically, in the same editable format provided** by 3:00pm Eastern Standard Time on **May 7, 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
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with an Employee Assistance Plan (EAP) Benefits program services in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

Upon receipt and review of this Request for Proposal (RFP), if it is your intent to submit a proposal in response, please notify the College, via email, at vendor.proposals@montgomerycollege.edu. This Request (including Attachment C Exhibits in Excel) provides all the necessary information for preparing a proposal.

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 7 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 7, 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 24, 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.

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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.

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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.

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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.

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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. **E925-008**.

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.

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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.

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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.

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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.

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

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College, a public, fully accredited, open admission higher ed institution, is Maryland's second oldest community college. The College serves 45,385 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 currently provides EAP benefits, known as “MC Cares” to its employees who meet the eligibility criteria defined in this RFP. The institution employs approximately 3,600 people.

Plan information regarding current EAP services is included herein. 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.

Montgomery College has approximately 1800 benefit eligible faculty and staff employees. There are approximately 950 retirees (both Non-Medicare and Medicare-eligible) who will become eligible under the new contract. In addition, the situs state is Maryland.

2.2 Objective

Montgomery College is seeking vendor proposals for their EAP program for a January 1, 2026, effective date. The EAP program, MC Cares is currently administered by ComPsych (Guidance Resources). The scope of services associated with this project include the following:

Assessment and Referral
Telephonic/telehealth/Face-to-Face access to up to 6 sessions per presenting issue, or referral for alternative services following an assessment by a MA level clinician
Care Coordination and Referral
Assistance coordinating care with a network health plan provider or vetted community-based resources
Crisis Intervention/Critical Incident Debriefing
Employer-initiated crisis intervention and critical incident debriefings (up to 40 hours/year)
DOT Services
Employer-initiated coordination of referrals and compensation of Substance Abuse Professionals
Supervisor Consultation and Training
EAP technical support and policy-based training for supervisors and managers
Management Reporting
Utilization reporting de-identified for personal information
Service Access
Dedicated toll-free telephone line, website portal, mobile app

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES - continued

Legal Services and Estate Guidance
Brief telephonic counseling by a professional and referrals to providers at a 25% discounted rate
Will preparation services that includes a basic Will and testament
Financial Services
Brief telephonic counseling by a professional
Childcare/Eldercare/Family Support
Resource referrals based on local community and service area
Education, Tools, and Resources
Online access to information, resources, and tools on topics such as health and wellness, law and regulations, family and relationships, work and education, money and investments, consumer issues, leisure, home, and auto

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 per eligible employee per month basis for core services and unbundled basis for optional services.

The purpose of this proposal process is for Montgomery College to provide high quality support services to their employees at the best value. Among the factors that will be considered in establishing a relationship with a provider are the following:

- **Experience:** Commitment to high quality short-term mental health and wellbeing support services and provide guidance or referrals to network providers for higher levels of care.
- **Value and Services:** Effective, dedicated customer and account management and quality resources that optimize engagement, meet Human Resources goals, and support the Wellbeing Leadership of Montgomery College.
- **Cost:** Competitive Multi-year rate and performance guarantees will be viewed as positives, as well as additional one-year rate extensions.

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

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES -continued

2.3 General Proposal Conditions & Requirements

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

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

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

Commissions: All quotes are net of commissions.

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

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

Plan Costs and Fee Structure. All plan costs are to be included in the proposed monthly rates. No supplemental, "start-up," termination fees or additional costs are to be billed to Montgomery (other than for services or tools specifically identified in these specifications, such as optional on-demand services or agreed-to enhancements).

Funding. Montgomery College's EAP program is currently on a fully-insured capitated fee arrangement for core services, which includes up to 40 hours per year for trainings, orientations, health fairs and Critical Incident response services. Quote based on the same (or similar) terms. Certain optional services are billed on a per hour or per episode basis.

Commissions. All rates and/or fees exclude commissions.

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

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

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

Plan Reporting. Provide all your standard reports and indicate frequency.

Grandfathered Participants. Your proposal must allow for all current participants for a level of benefits equal to Montgomery College's benefits in force on the date just prior to the effective date of your program.

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2.4 Required Contract Provisions

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

Eligibility and Enrollment Provisions. Review Montgomery College's eligibility rules as outlined. Your coverage and contract must match the same eligibility rules as outlined in the attachments and exhibits.

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

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

Effective Date and Plan Anniversary. January 1, 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 insurance carrier must provide any rate changes in writing with full justification at least 150 days prior to a contract anniversary.

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

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

2.5 Timetable

Task	Target Date
RFP Released	04/16/2025
Bidder Questions Due	04/24/2025
Distribution of Response to Bidder Questions	04/30/2025
Proposal Due	05/07/2025
Finalists Interviews (if necessary)	TBD
Contract Effective Date	January 1, 2026

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SECTION 3 – COVERAGES

A. Plan Information and Eligibility

Employee Assistance Program/EAP (Assessment, Counseling, and Referral, DOT SAP services, Management Training/Consultations, Legal/Financial/Family care services, and Critical Incident Stress Management), on a capitated rate, fixed fee basis per eligible household per month, with some additional fees for optional services or agreed-to enhancements.

Montgomery College Faculty and Staff, both full-time and part-time employees scheduled to work at least 20 hours per week, are eligible for coverage 1st of the month following date of hire. Household members are also eligible for EAP services. The Proposals will include coverage for approximately 950 retirees, both Non-Medicare and Medicare eligible. The attached excel file outlines a high-level summary of the current EAP services. We have also provided current website and program information and it is expected that bidders will replicate the program, as it exists today.

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/faculty-staff-assistance-program.html>

If no benefit deviations are disclosed on the Excel file (tab labeled "EAP Plan Design"), and on the Deviations Form it will be assumed that your organization can administer the proposed plan design exactly as written.

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SECTION 4 – QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

4.1 Mandatory Requirements

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

4.2 Experience Requirements

- Provided same services to at least three (3) public sector entities, one of which must be a college or university.
- Provide same services to at least five (5) groups with over 1,000 covered households.
- Experience facilitating Substance Abuse Professional (SAP) referrals and employer mandated referrals.
- Offer a provider network within the geographic area of Montgomery College Faculty and Staff (please refer to Network in Attachment C for the zip code area distribution).

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SE 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

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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.

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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.

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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.

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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.

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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

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***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.

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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 carriers' services offered	25
Financial Proposal	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 proposed EAP services, taking into consideration how closely the vendor meets the requirements of the RFP and plan design, proposed procedures and additional services offered.

Total Value: While cost is a factor in considering placement of the award, it is not the predominant factor. The award will not be placed on the basis of cost alone. In conjunction with cost, facilitated access to a quality provider network and evidence-based resources, patient and account satisfaction, multi-year rate guarantees and performance guarantees will also be considerations.

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

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

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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)
- 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.

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

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

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 Rate and/or 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.

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SECTION 8 – RATES AND/OR FEE PROPOSAL

A. Rate and/or Fee Table:

Refer to **Montgomery College – 2026 EAP RFP – Attachment C - Cost Exhibit and Performance Guarantees (Excel files)**. These must be completed and returned with your proposal response along with the **Deviations Form**.

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 rates be guaranteed for all coverages for the 36-month period beginning on the policy effective date? If not, for how long are your rates guaranteed? Thereafter, will your rates be guaranteed for each succeeding full twelve-month period? Will this provision be included in your contract?

☐ Yes

☐ No

2. Will your contract provide the changes in the fee structure for the benefits in force may be instituted only as of a renewal rate anniversary?

☐ Yes

☐ No

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

☐ Yes

☐ No

4. How will fees be billed and collected? When are fees due and what is the grace period for payment of fees under your policy? Explain in detail. If optional services are utilized on a per occurrence or per episode basis, do you coordinate billing procedures so that Montgomery receives one comprehensive bill?

☐ Yes

☐ No

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SECTION 8 – RATES AND/OR FEE PROPOSAL - continued

5. Will you provide a discount for quarterly billing of core services in advance? If so, provide the proposed discount.
- ☐ Yes
- ☐ No
6. List all services and supplies that are covered by the rates/fees quoted. If your organization makes any charges of any kind for services or supplies that are not included in the fees quoted on the basis indicated above (e.g., start-up costs, communications drafting, or printing) describe clearly in your proposal such services and/or supplies and the charges that will be made for them. Otherwise, Montgomery will assume that the fees quoted include all services and supplies that could reasonably be expected to be provided to Montgomery during the course of your provision of services.

Montgomery College is tax exempt. Certification provided upon request.

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

Company Name
Name

Title Authorized Signature and Date

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ATTACHMENT A - QUESTIONNAIRE

General Questionnaire

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

☐ Yes, explain.

☐ No

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

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

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

☐ Does not apply

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

☐ Yes, explain

☐ No

4. Will this policy be issued in the State of Maryland and in full accordance with the laws of that state and with all federal and state laws and regulations that pertain to employee benefit programs, relevant state regulations and other related laws?

☐ Yes

☐ No

5. Confirm that your proposal and plan design offered is in accordance with any state or federal laws, including EAP visit restrictions in CA and NV.

☐ Yes

☐ No

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Eligibility, Customer Services, Billing and Contract Questions

1. How will eligibility be verified? What information will be required?
2. How is eligibility verified?
 - ☐ Client access code
 - ☐ Other, please describe:
3. Will you guarantee that all covered individuals, who would have continued to be covered on the plan if there had been no change in EAP provider, will be covered by your contract on the plan effective date?
 - ☐ Yes
 - ☐ No
4. Will a designated account service representative be assigned to this account? Confirm Montgomery will have direct access to this individual and will not need to submit questions to a general response unit.
 - ☐ Yes
 - ☐ No
5. Will a designated customer service team, familiar with the Montgomery College's unique population needs, eligibility, EAP and other benefits and programs, be assigned to this account? Confirm that eligible Montgomery College faculty/staff/retirees will have direct access to a dedicated team familiar with their benefits.
 - ☐ Yes
 - ☐ No
6. What is the minimum lead time needed by your organization to implement EAP Benefits?
7. Has your organization suffered a data breach? If so, describe any steps that were taken to notify clients and their members. Also describe the steps that have been taken to resolve the issues that lead to the breach and ensure this type of breach does not happen again.
8. Describe your continuity of operation and disaster recovery plan.
9. What sales/service office(s) would handle the general servicing of Montgomery?
10. Will there be an online platform for Montgomery HR/Benefits to log into to view information on utilization, on-demand workplace support services, and billing/invoicing?
11. Payment Options (*Check only one*)
 - ☐ Electronic Fund Transfer

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- ☐ Manual Invoicing and self-reporting
- ☐ Both options available

12. Describe the options Montgomery has regarding billing. For example, are the bills paper or electronic? Is billing via an invoice or are they self-billed by Montgomery?

13. Describe how you would interface with Montgomery's benefits administration platform, Workday.

14. Will your contract have a hold harmless provision that indemnifies the plan sponsor against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your officers, employees and agents of your organization?

(Check only one)

- ☐ Confirmed
- ☐ Not Confirmed

15. The rates shown and proposal provided is valid for at least 180 days after receipt of quote.

- ☐ Confirmed
- ☐ Not Confirmed

EAP Questions

We have requested all deviations from plan designs be listed in the attached Excel spreadsheet labeled **Montgomery College – 2026 EAP RFP, Attachment C - Plan Design and Questions Exhibits (Excel file)** and on the **Deviations Form**. Confirm the requested services can be provided. If not, outline deviations directly on the Excel file. *(Check only one)*

- ☐ Confirmed
- ☐ Not Confirmed

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

- If there is no age limit for employees, what is the age limit for dependents, including adult children?
If the answer differs by service: – specify.
- Describe how you propose to market the EAP services. Provide sample materials.
Describe how employees/retirees/dependents would access EAP services.

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ATTACHMENT C – EXHIBITS

Plan Design, Questions and Rate Exhibits – TO BE COMPLETED in EXCEL and SUBMITTED WITH PROPOSAL

- Montgomery College – 2026 EAP RFP - Plan Design and Questions Exhibits
- Link to 2025 “MC Cares” details:
<https://info.montgomerycollege.edu/offices/human-resources/faculty-staff-assistance-program.html>
- Montgomery College – 2026 EAP RFP - Cost Exhibit and Performance Guarantees

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ATTACHMENT D: REFERENCES

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

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

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ATTACHMENT D: REFERENCES - continued

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

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

References submitted by: _____
Company Name

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ATTACHMENT E – CONFLICT OF INTEREST STATEMENT

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

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

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ATTACHMENT F – NON-DEBARMENT ACKNOWLEDGEMENT

NON-DEBARMENT ACKNOWLEDGEMENT

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

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

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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
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RFP NUMBER: E925-008

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ATTACHMENT G – CONTRACTOR INFORMATION FORM

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

- C.2 Minority Contractor: Yes ☐ No ☐

If yes, please specify minority classification

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

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

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

Yes ☐ No ☐

- C.6 Please provide the following information:

Print clearly

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

Company Name

Name

Title

Authorized Signature and Date

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ATTACHMENT H – NO PROPOSAL RESPONSE FORM

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

☐

Too busy at this time

☐

Not engaged in this type of work

☐

Project is too large or small

☐

Cannot meet mandatory specifications (Please specify below)

☐

Other (Please specify)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip Code

Title

Please return to:	Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850
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ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE TRIAL PERIOD OF PERFORMANCE The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Offerors listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

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

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

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible Offeror conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Offeror and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non-substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Offeror's within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Offeror(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Offeror(s) within forty-eight (48) hours after receipt of the performance bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT I – GENERAL CONDITIONS AND INSTRUCTIONS - continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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RFP NUMBER: E925-008

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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: EAP (EMPLOYEE ASSISTANCE PLAN) BENEFITS PROGRAM
RFP NUMBER: E925-008

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ATTACHMENT J – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE - continued

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

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School Systems

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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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

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**MWCOG Rider Clause
Approval Form**

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES
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<u>Questions</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

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