



MONTGOMERY COLLEGE OFFICE OF PROCUREMENT

RFP NO.: E926-006

RFP TITLE: LIBRARY CONTRACTING SERVICES

RFP CLOSING DATE/TIME: April 20, 2026 @ 3:00 PM

ADDENDUM #2

ISSUED: April 17, 2026

QUESTION & ANSWER

PURPOSE OF ADDENDUM:

- To change RFP closing date, from April 17, 2026, to **April 20, 2026.**

All other specifications, terms and conditions remain unchanged.

Patrick Johnson, MBA, CPPB
 Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. If Technical Proposal was submitted prior to issuance of any addenda, addenda acknowledgements shall be submitted under separate email. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

 Company Name

 Authorized Signature

 Date

 Printed/Typed Signature



MONTGOMERY COLLEGE OFFICE OF PROCUREMENT

RFP NO.: E926-006

RFP TITLE: LIBRARY CONTRACTING SERVICES

RFP CLOSING DATE/TIME: April 17, 2026 @ 3:00 PM

ADDENDUM #1

ISSUED: April 8, 2026

QUESTION & ANSWER

PURPOSE OF ADDENDUM:

- To provide answers to all questions received by the April 7, 2026 question submittal deadline outlined in Request for Proposal (RFP).

All other specifications, terms and conditions remain unchanged.

Patrick Johnson, MBA, CPPB

Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. If Technical Proposal was submitted prior to issuance of any addenda, addenda acknowledgements shall be submitted under separate email. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

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ADDENDUM #1

ISSUED: April 8, 2026

QUESTION & ANSWER

| Vendor Questions: | Montgomery College Answers: |
|--|---|
| <p>Work Distribution: For contracts with multiple awardees, how does the College ensure a fair and equitable distribution of work requests? Is there a mandatory rotation, or is it based on the first vendor to respond?</p> | <p>The resultant contract is being awarded to one firm only.</p> |
| <p>Compliance: What mechanisms are in place to ensure that department-level hiring managers are utilizing all awarded MFD vendors rather than defaulting to a single firm?</p> | <p>See above answer</p> |
| <p>Past Utilization: Will the College provide data on the utilization rates of MFD firms versus non-MFD firms under the previous iteration of this contract?</p> | <p>See above answer</p> |
| <p>The 2021 solicitation listed very different insurance requirements with the limits for 2026 significantly higher than in 2021. We believe that for staffing services contract, the \$2,000,000 limit is excessive. Would the Government be willing to reduce these levels? (see below for comparison and requested reduction): Commercial General Liability Insurance 2021: \$300,000 combined single limit of bodily injury 2026: \$2,000,000 per occurrence for personal injury: Request: Reduce to \$1,000,000 per occurrence of personal injury Property Damage Liability 2021: \$300,000 combined single limit of property damage 2026: Not less than \$2,000,000 for each accident.</p> | <p>The insurance requirements outlined in the 2021 solicitation had been in place for many years prior to 2021, and are now considered outdated. As recommended by our Office of General Counsel, the insurance requirements set forth in Solicitation E926-006 bring the College into compliance with current standards.</p> |



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QUESTION & ANSWER

| | |
|---|---|
| <p>Request: reduce to \$300,000 for each accident</p> | |
| <p>Can the Government please confirm that contract financial records and other submissions marked and proprietary and confidential will not be disclosed to any third parties?</p> | <p>All bidder information clearly marked as confidential and/or proprietary, will not be disclosed to any third parties.</p> |
| <p>In addition to the marking of proprietary and confidential information, would the Government be willing to sign a Non-Disclosure Agreement regarding submitted financial information?</p> | <p>Yes.</p> |
| <p>Resumes / Staffing Approach: Should Offerors submit resumes for specific proposed candidates at the time of proposal submission, or will representative/sample resumes for each labor category be sufficient? If specific candidates are proposed, are Offerors expected to commit those individuals for immediate assignment upon award?</p> | <p>Submission of candidate resumes is unnecessary for the proposal process. We currently do not have vacancies that require immediate assignment.</p> |
| <p>Staffing Volume & Demand: Can the College provide estimated annual staffing volumes or the typical number of concurrent positions by labor category?</p> | <p>The current staffing numbers for the positions documented in the proposal are as follows:</p> <ul style="list-style-type: none"> • Access Services Specialist: 13 • Library Technical Services Assistant: 3 • Librarian: 11 |
| <p>Response Time Expectations: What is the expected turnaround time from issuance of a Work Request to submission of qualified candidates?</p> | <p>Depending on the urgency to recruit and availability of qualified candidates to interview, 3-4 weeks.</p> |
| <p>Assignment Duration & Scheduling: What is the typical duration range for short-term and long-term assignments? Are assignments generally full-time, part-time, or variable schedules?</p> | <p>Work hours are assigned based on staffing needs. The range is between 20-25 for part-time and up to 40 for full-time. The length of contract assignments can range from one semester to a full academic year.</p> |



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| | |
|--|---|
| <p>Pricing Considerations: Is overtime required and should overtime be priced separately?</p> | <p>We do not offer overtime. Contract employee hours are limited to 40 hours max.</p> |
| <p>Work Location: Will contracted staff be required to work fully on-site, or is any remote/virtual work anticipated for certain roles?</p> | <p>It is our practice for contract employees to work on-site for the duration of their employment. However; they can be afforded one day of telework per week at the discretion of the supervisor, pending any on-site staffing needs.</p> |
| <p>Background Checks / Onboarding Requirements: Are there specific background check, badging, or onboarding requirements that must be completed prior to staff placement?</p> | <p>Yes. This is handled by Human Resources.</p> |
| <p>Performance Reporting Does Montgomery College have a preferred format or template for monthly reporting and performance evaluations?</p> | <p>If monthly reporting is in reference to the contract employee’s performance, there is an expectation that the offeror has established procedures for check-in meetings and performance discussions with the direct supervisor. HR doesn’t require a written performance evaluation for contract employees.</p> |
| <p>Incumbent Information Is there a current incumbent contractor providing these services, and will transition support or incumbent staff retention be considered?</p> | <p>Yes. The employment of current incumbent staff ends by June 30 so there will be no overlap.</p> |

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



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)
RFP NO. E926-006

RFP TITLE: LIBRARY CONTRACTING SERVICES

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **April 17, 2026**.

Prices must remain firm for **120 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 RFB/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. **Corporations must be registered, and in good standing no later than proposal submittal deadline date.** A copy of the registration or application for registration may be requested by the College. The registration process can be completed at the following link: <https://businessexpress.maryland.gov/start/register-a-business-in-maryland>

NOTE: Failure to complete the registration process by the proposal submittal deadline listed above, WILL result in the disqualification of your submitted proposal.

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
REQUEST FOR PROPOSAL (RFP) TITLE: LIBRARY CONTRACTING SERVICES
RFP NUMBER: E926-006
RFP OPENING DATE AND TIME: April 17, 2026 @ 3:00 pm (ET)

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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 library contracting 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.”

1.2 Electronic Proposal Submittal Due Date

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

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are **due by 3:00pm Eastern Standard Time (EST), April 17, 2026. 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.

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 3:00pm (EST) on April 7, 2026**. 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.

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. 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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

Offeror's shall refer to, understand, and agree to Attachment D, 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. Pricing must be submitted on the Price Proposal page (Section 6). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

1.9 Subcontractors

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

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

- 1.10.1 Offeror is **responsible** – Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:
- 1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
 - 1.10.1.2 Offeror is financially stable.
- 1.10.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
- 1.10.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
 - 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11 Proposal Rejection

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

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

1.12 Required Submittal List RFP Packet should be returned in its entirety

- Technical Proposal, including all attachments and
 - Reference Form (Attachment A)
 - Contractor Information Form (Attachment B)
 - Conflict of Interest Statement
 - Subcontractor List, if applicable
 - Acknowledgement of Receipt of Addenda, if applicable
 - Audited Financial Statement
- Price Proposal (Section 6)

1.13 Failure to Submit

Failure to provide any of the items noted in Section 1.12 may deem a proposal non-responsive.

1.14 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.15 Contract Award

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

1.16 Contract Documents

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

1.17 Contract Term

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

1.18 Contract Pricing

Contract prices shall remain fixed for first year of contract. Requests for price increases after first year of contract must be submitted in writing within 60 days of expiration of year one contract term. The same will apply for all successive contract renewal periods, should the College elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. All contract price increase requests, along with supporting documentation must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

1.19 Contract Documents

Unless otherwise noted, the Request for Proposal, the Bidder's proposal response, and a college purchase order form the contract.

1.20 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.21 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.

1.22 Contract Modification and Amendment

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

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

1.23 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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.

1.24 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. **e926-006**. If multi-year contract, current certificates must be provided to the College prior to start of each contract renewal start date.

1.25 Termination of Insurance

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

1.26 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.

1.27 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.

1.28 Contract Billing

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.29 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. Offeror's 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 Bid 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 Bidder must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.**

Bidder agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the MPIA. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

1.30 Confidentiality

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

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.

1.31 Tobacco and E-Cigarette Policy

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.32 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.

1.33 Advertising

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

1.34 Verification of Registration

NOTE: Proof of State of Maryland business registration and standing will be verified with the Maryland State Department of Assessments and Taxation. For further information, please visit:

<https://businessexpress.maryland.gov/manage/maintain-good-standing-status>.

1.35 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

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

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The institution is seeking qualified library contracted staff and services to provide immediate replacement for vacant positions or temporary assignments. Through the responses to this RFP, the Director of College Library and Information Services will have a flexible means of obtaining Library staffing resources quickly, efficiently and cost effectively. Montgomery College has libraries on each of their three campuses – Germantown, Rockville and Takoma Park/Silver Spring and the East County Education Center in Silver Spring. The following criteria describe the requirements for filling vacant positions on a temporary basis – full and part-time – for one day to longer term assignments.

2.2 Scope of Services

| | |
|-------|---|
| 2.2.1 | Vendors must be able to provide short- and long-term assignments in Library Services to Montgomery College for areas as defined in this RFP. Vendors will provide the program planning, direction, coordination and control necessary to accomplish all requirements contained herein. |
| 2.2.2 | Vendors must assign a Point of Contact to work with the Director of Library and Information Services to implement and support this contract throughout its life. The Vendor's Point of Contact will be the primary interface with the College. The College will also identify a Point of Contact to work with the Vendor. |
| 2.2.3 | Vendors must have five years of experience providing contracted Library Services staff. Experience working in an academic environment is a plus. |
| 2.2.4 | Vendors must provide at least two written references, using this proposal's template for references. |
| 2.2.5 | Vendors must provide resumes for each proposed contractor. The College will assess the quality of the resumes, which must contain detailed explanation of personnel education, experience, training, and recent relevant experience. |
| 2.2.6 | Vendor's Point of Contact must provide a one-on-one performance evaluation to each long-term contractor working at the College using the following timeframe; 1) at the end of the initial 6-month evaluation period, and then, 2) bi-yearly thereafter. Vendor's Point of Contact must provide results from this evaluation to appropriate College supervisors/managers. |
| 2.2.7 | Montgomery College has the right to terminate or replace any contracted employee based on, but not limited to, the same criteria for discipline and/or termination as stated in the College's Policies and Procedures Manual (a copy of this manual will be provided to Vendors upon request). Vendor's staff, upon employment, will be provided a copy of the Policies and Procedures Manual as well as Montgomery College's Acceptable Use Policy (AUP). Said staff will be expected to sign a statement that they have read and will abide by all College policies and procedures. |

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

| | |
|--------|--|
| 2.2.8 | Vendor’s Point of Contact will be responsible for the following: <ul style="list-style-type: none"> • Program and Contract management – Provide communication, implementation and evaluation to the College’s Library Director for all aspects of the contract and all requests submitted. • Progress Reporting – monitor, evaluate and report on the contract and technical activities monthly; schedule and participate in a monthly meeting on College property • Invoicing – review for accuracy and submit monthly invoices to the College’s Accounts Payable Office; track expenditures and provide monthly electronic reporting to the College’s Library Director. |
| 2.2.9 | Vendors will provide contracted staff that will satisfy the qualifications specified for each category. In addition to the skills defined in this RFP for each category, specific areas of undefined expertise or services may be requested on a case-by-case basis, and it is expected that Vendors will make every effort to satisfy those requirements. |
| 2.2.10 | Vendors will respond to College needs through the use of a College-generated “Work Request.” Vendors will propose contracted staff at the time a Work Request is submitted to the Vendor’s Point of Contact. |
| 2.2.11 | Contracted staff will be issued College-owned and College-managed computer equipment, as appropriate, for use while working at the College. Contracted staff will not bring in nor connect any of its own equipment to a College network without prior written approval by the College’s Contract Manager. |
| 2.2.12 | Contracted staff will display their Company-issued (and College-issued, as required) badge in a visual location at all times while on College premises. Upon request of College personnel, each such contracted staff will provide additional photo identification. |
| 2.2.13 | Vendors are expected to allow any individual proposed and accepted as key personnel through this contract to remain dedicated to the College. Substitutions will be allowed only when the College specifically agrees to this substitution in writing. All proposed substitutes must have qualifications at least equal to that of the person initially proposed by the vendor. The burden of illustrating this comparison shall be the Vendor’s. |
| 2.2.14 | Contracted staff are expected to follow procedures for calling in sick and for taking other leave as agreed to by the Vendor’s and the College’s Program and Contract Managers. |
| 2.2.15 | The winning Vendor will respond to Work Requests and finally to work agreed upon by the College and the Vendor with a “Statement of Work” (SOW) detailing the scope of work (including name of proposed contracted staff), work dates, hourly rate, and any other information deemed necessary for any particular assignment. Once the College’s Point of Contact has received and approved the SOW, work may proceed. |

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

2.3 Required Labor Categories and Mandatory Qualifications

2.3.1. Library Access Services Specialist I

Job Summary:

Library Specialists are front-line library position combining customer service, reference assistance, and day-to-day operations across a college library system. The position helps in-person and virtual patrons navigate library resources — catalogs, databases, and discovery tools — and routes complex requests to the appropriate departments. Staff cross-train across several functional areas including reserves, interlibrary loans, periodicals, stacks maintenance, fines & fees, and event displays. The role involves troubleshooting computers, tablets, printers, scanners, and assistive technology, managing computer sessions, and using the library's integrated management system to check materials in/out, update patron records, and track overdue items. Maintaining circulation statistics is also expected. Staff are responsible for opening, closing, and securing the building, and take ownership of safety and operations during early mornings, evenings, and weekends when senior supervisors are absent. The position requires working knowledge of FERPA (patron privacy), U.S. Copyright Law, and the College's acceptable use technology policy. Staff create and maintain displays recognizing holidays, heritage months, and topics of community interest, while promoting library resources and services. Hours vary between 8 AM–10 PM on weekdays and 9 AM–5 PM on Saturdays.

Education and Training:

AA degree. One year of experience working in a library, or two years of administrative support or customer service.

Qualifications:

Applicant must have effective verbal and written communication skills. A demonstrated commitment to excellent customer service and communicating in a professional manner with a diverse college population is required. The applicant must be able to exercise tact, courtesy, and patience when working collaboratively, as well as work independently. Other expectations include effective multi-tasking, time management skills, and working with a high degree of accuracy.

Experience:

Knowledge of library fundamentals, modern office procedures, and experience using a library management system to perform job related activities is required, as well as basic competency with personal computers and the Microsoft Office software applications. Ability to install, test, evaluate, and troubleshoot hardware/software and devices is required. Experience with Alma by Ex Libris, the cloud-based library management system is preferred. Experience in an academic library is a plus.

2.3.2. Reference Librarian

Job Summary:

Reference Librarians provide high-quality reference, research assistance, and instructional support to students, faculty, staff, and community patrons through both online platforms and at the library service desk. In this role, the Reference Librarian will guide users in effectively navigating library resources, including the online catalog, electronic databases, and print and non-print collections.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES-continued

Additionally, the Reference Librarian may be responsible for other assigned duties such as gathering and analyzing usage statistics, delivering library instruction sessions, conducting student research consultations, and performing occasional circulation desk functions. Working schedules vary depending on the library's needs and open hours. Often contract reference librarians are hired for evening hours.

Education and Training:

Master's degree in Library and Information Science (MLS/MLIS) or equivalent from an ALA-accredited program preferred

Qualifications:

- Proficiency with electronic information systems, research databases, and Microsoft Office applications.
- Familiarity with technologies used in academic libraries for reference and instructional purposes.
- Strong knowledge of library practices and procedures, including reference and instructional services.
- Excellent communication and interpersonal skills, with the ability to work effectively with diverse populations.
- Ability to manage multiple tasks and responsibilities in a dynamic service environment.
- Strong commitment to customer service and student success.

Experience:

Minimum of one (1) year of recent experience providing reference services in a public, research, or academic library setting; academic library experience preferred. Experience with Primo Discovery Service by Ex Libris preferred and Springshare products strongly preferred.

2.3.3 Library Technical Services Assistant

Job Summary:

Library Technical Services Assistants assist with the collegewide acquisition, receipt, bibliographic control, registration of online access, and delivery of materials to facilitate use of and access to, the library's tangible and electronic collections as well as management of library web-based information regarding library services and resources in content management systems. Incumbents create and maintain bibliographic holdings, financial (purchase orders, invoices, monitoring fund balances), technical, and online configuration data in the library's library management system (LMS), book and media vendors' online ordering systems, electronic resource vendor platforms, and related knowledgebases. Incumbents also maintain information in web-based content management systems to facilitate access for students and faculty. Work schedules are typically Monday through Friday 8:30AM to 5:00PM.

Education and Training:

AA or AS degree in accounting, business, computer science, or related field.

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Qualifications:

Knowledge of library services, preferably in an academic environment, that provides an understanding of the field. Knowledge of library management systems (LMS), knowledgebases, and discovery services. Knowledge of OCLC Connexion. Knowledge of MARC standards. Knowledge of web-based content management systems in library environments. Familiarity with RDA, Library of Congress Classification, and Library of Congress Subject Headings.

Experience:

Two years of experience, working in a library, preferably in an education environment, that provides an understanding of the field. The equivalent combination of education, training, certification and/or experience that provides the required knowledge and expertise to perform the essential functions of the job may be considered.

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SECTION 3 – QUALIFICATIONS REQUIREMENTS

3.1 Qualifications Requirements

- 3.1.1 Offeror must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract, and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.
- 3.1.2 Offerors must be in business for a minimum of 10 years and licensed to do business in the State of Maryland.
- 3.1.3 Offerors must demonstrate at least five years of experience providing contracted library services staff to colleges or universities. Experience working in a community college academic is preferred, but not required.
- 3.1.4 Offerors must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services listed herein.

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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 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. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first at the date and time advised in the RFP documents, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror’s responsiveness to the RFP requirements.

4.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria: **Highest possible score=100**

| | |
|---|-----------|
| Statement of Qualifications | 50 |
| Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror’s organization size, length of time the organization has been providing the required services. | |
| Past Performance | 15 |
| Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services to institutions or public-sector entities similar in size and mission to Montgomery College. | |
| Price Proposal | 35 |

4.1.3 Technical Proposal

Statement of Qualifications, and Past Performance, represent the technical proposal.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Organization

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offeror's are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Proposal Submittals

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

5.2.1 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.

5.2.2 Include in Technical Proposal the following:

- Transmittal Letter
- Statement of Qualifications
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Conflict of Interest Statement
- Acknowledgement of Receipt of Addenda (if applicable)
- Audited Financial Statement

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

5.2.3 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. An individual authorized to represent the Offeror for this RFP must sign the letter.

5.2.4 Statement of Qualifications

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.

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SECTION 5 – PROPOSAL SUBMISSION-continued

5.2.5 References (Past Performance)

The Offeror must submit three (3) references from current or former clients within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required.

The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

5.2.6 Subcontractors

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.

5.2.7 Audited Financial Statement

Bidding firms must submit its most recent audited financial statement, with proposal. Failure of bidding firm to demonstrate financial responsibility, may render it non-responsible and constitute grounds for rejection.

5.2.8 Conflict of Interest Statement

Each Offeror must complete and submit the attached Conflict of Interest Statement and submit with proposal. Failure to return completed statement may result in of disqualification of offeror proposal.

5.2.9 Price Proposal

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

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 5 – PROPOSAL SUBMISSION-continued

5.3 Electronic Proposal Submission Instructions

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

All responses to this Request for Proposal must be submitted electronically, 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.

Subject line of email must include “Vendor Response to **RFP No. E926-006, Library Contracting Services**.”

Email address: vendor.proposals@montgomerycollege.edu

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

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SECTION 6- PRICE PROPOSAL

| Labor Category | Year One Hourly Pricing | Year Two Hourly Pricing | Year Three Hourly Pricing | Year Four Hourly Pricing | Year Five Hourly Pricing |
|---|----------------------------|----------------------------|------------------------------|-----------------------------|-----------------------------|
| | | | | | |
| Library Access Services Specialist I | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Reference Librarian | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Library Technical Services Assistant | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

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

Montgomery College is tax exempt, certification provided upon request

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

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

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ATTACHMENT A - REFERENCES

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

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

| REFERENCE 3 | |
|-----------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Valid Email Address | |
| Title | |
| Telephone Number | |
| Service Dates | |

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 B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

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

Yes No

B.6 Please provide the following information:

Print clearly

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT C – 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 Procurement 9221 Corporate Blvd Rockville, Maryland 20850 Email address: vendor.proposals@montgomerycollege.edu |
|--|

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ATTACHMENT D – 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.

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

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

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

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

SAMPLES AND CATALOG CUTS If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.____" and each sample shall be tagged or marked. Failure of the Bidder 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 Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

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

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

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

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

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

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

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

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

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

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ATTACHMENT F – 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”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the 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 entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>