



OFFICE OF PROCUREMENT

May 18, 2017

John Kolm, CEO
Team Results USA
13724 Canal Vista Court
Potomac, MD 20854

RE: RFP 517-013; Professional Development Training Services

Dear Mr. Kolm,

Thank you for your interest in doing business with Montgomery College. We appreciate your company's participation in and response to the above-referenced Request for Proposal.

I am pleased to inform you that your company was the highest ranked in Category A, B & C, and have been awarded a contract to provide Montgomery College with *Professional Development Training Services*, in accordance with all requirements, terms and conditions listed in RFP 516-013 document. The initial term of contract starts **July 1, 2017 through June 30, 2018**. Subsequent purchase orders will follow as services are needed.

Please provide proof of your Certificate of Liability Insurance coverage within ten (10) working days of award of this contract as required. Such insurance shall name the College as an Additional Insured. I will also need a copy of your company's W9.

If you have any questions or need additional information, please contact Cherree Adams at: 240-567-5285 or email: cherree.adams@montgomerycollege.edu.

Sincerely,

Patrick L. Johnson
Procurement Director

cc: Cherree Adams, Purchasing Manager
Carmen D'Agostino, Manager Center for Professional & Organizational Development

PROPRIETARY



Measurably better

RFP Response

RFP No. 517-013

Professional Development Training Services

Price Proposal

Montgomery College
Procurement Office

Submitted to :

Mr Patrick Johnson
Director of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850

Submitted by :

Team Results USA
13724 Canal Vista Court
Potomac, MD 20854
DUNS 557410045 – EIN 562587786

Team Results USA is an equal opportunity employer and is organized as a Small Business per Section 13.3 of the FAR. Team Results USA is SAM compliant.

Due date : March 30TH 2017, 3:00pm EST

Contact Mr John Kolm

details : CEO

Telephone : 202-257-5593

Email :

john.kolm@teamresultsusa.com

Ms Amanda Biller

Office Manager

Telephone : 301-500-0487

Email :

amanda.biller@teamresultsusa.com

Notification of Team Results Proprietary Information

This Proposal or Quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of, or in connection with, the submission of these data, the Government shall have the right to duplicates, use, or disclose these data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use the information contained in these data if they are obtained from another source without restriction. All data contained within this proposal are subject to this restriction.

PROPRIETARY

March 24th, 2017

Mr Patrick Johnson
Montgomery College
Director of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850



RE: Professional Development Training Services, RFP No. 517-013

Dear Mr Johnson,

Enclosed please find the Price Proposal to match our Technical Proposal for this RFQ.

We are offering to Montgomery College the same most-favored-customer (MFC) pricing we offer under GSA Contract GS-02F-127BA to the Federal Government and other agencies entitled to use GSA Schedules. This is guaranteed to be our lowest rate across all clients.

We are proposing for Categories A and C. Category B is within our abilities but is not core business for Team Results USA, and we would recommend a specialist provider who is uniquely qualified for the important cross-cultural, identity and diversity needs in this area.

Please do not hesitate to contact me directly if you have any questions. I can be reached at john.kolm@teamresultsusa.com, by phone on (202) 257 5593 or by fax on (301) 330 6523.

Sincerely,

John Kolm
CEO

"I will take two things with me: (1) Evaluate each new team to understand strengths, weaknesses, and rules; (2) Continue to try to understand my role and to temper or balance some of my natural attributes to be a more effective leader."

- Unedited written participant feedback from a Team Results State Department Program.

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PROFESSIONAL DEVELOPMENT TRAINING SERVICES
RFP NUMBER: 517-013
RFP CLOSING DATE: MARCH 30, 2017

SECTION 6 – PRICE PROPOSAL

Category	Area(s) of Expertise	Hourly Rate	Half-Day Rate	Full-Day Rate
A	Employee development in the areas of leadership, management, supervision, verbal and written communication, conflict, change management, customer service, and career development	\$ 287.14	\$ 1148.56	\$1609.60
B	Employee development in the areas of multicultural education and diversity awareness; intercultural competencies, and equity and inclusion	\$ N/A	\$ N/A	\$ N/A
C	Provide Organizational Development Consulting	\$ 287.14	\$ 1148.56	\$1609.60

The College reserves the right to add or delete services and to negotiate pricing, if it is determined to be in the best interest of the College to do so.

Option item: 1

*Any offered hourly rate services not listed

Option item: 2

* Labor Rates

We do offer, and strongly recommend that the College considers, additional options for Professional Development Training Services. These are described in the attached separate document entitled "Optional Items".

Activity	Hourly Rate	½ Day Rate	Full Day Rate
Course customization/modification	\$ included	\$ included	\$ included
Subject matter expert support	\$ included	\$ included	\$ included
Course development	\$ included	\$ included	\$ included

ALL OUR PROGRAMS ARE TAILORED AS PART OF THE SERVICE AND THERE IS UNLIMITED SME SUPPORT.

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. Multiple category awards will be made in the best interest of the College to the top 20 highest evaluated and most responsible, responsive Offeror that can meet or exceed 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.

Team Results USA

John Kolm

Company Name

Name

CEO

Title

Authorized Signature and Date

Optional Items

In addition to the pricing provided on the preceding page, and in accordance with the College's invitation to provide additional pricing for optional items, we offer and provide pricing information for the options below. The information below matches the names and full explanations for the Optional Items described in the Technical Proposal, but in this Pricing proposal we have focused on price, and included only a one-line description of each product for the sake of clarity and brevity.

Additional Item	Description	Price and Basis
The Team Results Masterclass	<p>A 2½-day intensive, offsite leadership development program for high-potential staff during which your staff will work with other senior leaders in Government and Industry.</p> <p>Included in the price: All tuition, preparation, good quality single-room accommodation, meals and snacks, reporting, measurement and follow-up.</p> <p>Not included in the price: Transportation costs to and from Middleburg VA.</p>	\$1682.10 per person
The Rapid Results Program	<p>A two-day team and leadership development program for up to 25 people (there is some room for movement on numbers attending) run at a suitable day venue of your choice near Montgomery College. No overnight stays.</p> <p>Included in the price: All tuition, preparation, reporting, measurement and follow-up.</p> <p>Not included in the price: Meals, snacks, transportation, accommodation for those travelling, training room rental.</p>	\$ 9748.04 per program
The Rapid Response Program	<p>A 1½-day team and leadership development program for up to 25 people (there is some room for movement on numbers attending) run at a suitable day venue of your choice near Montgomery College. No overnight stays.</p> <p>Included in the price: All tuition, preparation, reporting, measurement and follow-up.</p> <p>Not included in the price: Meals, snacks, transportation, accommodation for those travelling, training room rental.</p>	\$ 6576.76 per program
The Jumpstart Program	<p>A one-day team and leadership development program for up to 25 people (there is some room for movement on numbers attending) run at a suitable day venue of your choice near Montgomery College.</p> <p>Included in the price: All tuition, preparation, reporting, measurement and follow-up.</p> <p>Not included in the price: Meals, snacks, transportation, accommodation for those travelling, training room rental.</p>	\$ 4869.14 per program

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ADDENDUM #1

Issued: March 22, 2017

ADDENDUM FOR THE PURPOSE OF:

- To provide the attached questions & answers.
- To provide "revised" Section 6; Price Proposal.

All other specifications, terms and conditions remain unchanged.

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

Patrick Johnson
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE:
PROFESSIONAL DEVELOPMENT TRAINING SERVICES
RFP NUMBER: 517-013
RFP CLOSING DATE: MARCH 30, 2017

Question	Answer
1. How many trainers bio's do you require?	Anyone who would be facilitating should have their bio's included in the submitted proposal(s).
2. How much evidence of sample training materials should be included in the packet?	Offerors can submit as much as they want, although at least the first few pages of the PowerPoint with corresponding pages of the participant manual that the facilitator believes represents their work (note: copies of PowerPoints are not considered participant manuals).
3. Are subcontractors and trainers exclusive or can subcontractors participate in the process under multiple prime vendors?	See section 1; 1.9, Subcontractors for requirements).
4. What delivery format does the referenced solicitation require? On-site Classroom, Vendor Site Classroom, Self-paced, Virtual-live instruction?	On-site classroom; will consider virtual-live instruction.
5. In event a vendor has multiple courses and or delivery formats, please indicate the College's preferred pricing response?	Pricing is for facilitating individual classes-as of now, there is no difference in pricing for multiple delivery formats.
6. Can the vendor submit multiple pricing formats based on the course or the delivery format of the courses offered?	CPOD has a set budget and cannot exceed a specific dollar amount set for classes no matter what the vendor offers.
7. Can a word version of the RFP be provided?	Yes.
8. I was lead to believe we only needed to produce one copy of the proposal, and now I see on pg. 16, highlighted in yellow, that we need to submit 3 copies. Is the RFP correct in this regard?	Yes.
9. For <u>Facility</u> clarification: My question is, wouldn't the Community College want us to come on site, to a classroom there to provide the training, or did want the training to be off campus?	On-site classroom; will consider virtual-live instruction.
10. For <u>equipment</u> clarification: Does this mean more than just a laptop, overhead projector monitor, etc.? what about the screen to show a power point presentation, would the Contractor need to supply everything?	Facilities (rooms) and equipment (Smart Stations) are provided.
11. The RFP indicates MC would like delivery of courses in different modalities, but does not provide any information on what courses should be available via classroom, eLearning, blended learning, or any other modality. Nor does the RFP provide any detail on the technical/system requirements for delivering courses in modalities other than instructor-led classroom based training.	Most courses are instructor-led.
12. Could MC please provide clarification on which specific learning objectives or courses it wishes to be delivered in different modalities?	None at this time; the bidder is encouraged to offer any classes offered as e-learning.
13. And, for those courses that will be delivered in an electronic format, please provide details on the system(s) that MC uses to deliver online/ electronic learning as part of the CPOD effort.	Question is pre-mature and will be discussed with successful awardees.
14. We typically use 1099 independent contractors to deliver courses and services like those described in the RFP so that we can provide the best match between the topics to be covered and the qualifications of the instructor. With a network of	See section 1; 1.9, Subcontractors for requirements).

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more than highly qualified potential instructors, listing all potential subcontractors in this proposal is not feasible. Given that we maintain full responsibility for meeting contractual obligations for deliveries, even if the instructor is a 1099 employee, are we required to identify all potential subcontractors in the proposal and/or to get permission before using a subcontractor instructor to deliver a particular course requested under the contract?	
15. The evaluation instructions (pg. 12) indicate that we should provide sample materials from previous engagements. Please clarify the type and amount of samples materials you would like included in the response? Is there a page limitation on the sample materials we can provide? What criteria will be used to evaluate the sample materials?	Offerors can submit as much as they want, although at least the first few pages of the PowerPoint with corresponding pages of the participant manual that the facilitator believes represents their work (note: copies of PowerPoints are not considered participant manuals). Types of classes and associated materials are noted in Section 3, Category Areas, and Scope of Work. Proposal evaluation is noted in Section 4, Evaluation and Award.
16. Section 6 (pg. 16) of the price proposal asks for hourly, half-day, and full-day rates for services in category A. The price for courses delivered under category A varies significantly based on the modality (instructor-led classroom training, eLearning, blended, etc.) and the actual content to be delivered (e.g. number of students, costs of course materials, assessments, or other supplemental materials). If vendors price only the 3 quantities requested, Montgomery College will likely pay inflated pricing for many of the courses purchased because the firm-fixed prices will have to account for the highest possible combination of delivery modalities, students, and material costs. Would you please revise the pricing submission to allow for pricing for various modalities of delivery and the inclusion of materials as Other Direct Costs that are billed to Montgomery College on a course by course basis?	See attached "revised" price proposal. Facilitators are paid to facilitate a class which is, in most cases, in-class. The # of students usually does not exceed 24 – there should be no expectation by the facilitator to be paid extra if there are more than X number of students. CPOD makes all copies so there should be no materials cost, and if an assessment is needed for a class, it must first be approved by CPOD and if approved, CPOD will incur the cost.
17. Section 6 (pg. 16) of the price proposal asks for hourly, half-day, and full-day rates for services in category C, however the pricing for these services varies based on the type of engagement and assessments or other materials required to complete the consulting engagement. Will you allow for pricing of assessments as Other Direct Costs at the task order level when specific requests for assistance have been defined?	MC will pay for all assessments, if it is determined an assessment is needed.

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SECTION 6 – PRICE PROPOSAL

Category	Area(s) of Expertise	Hourly Rate	Half-Day Rate	Full-Day Rate
A	Employee development in the areas of leadership, management, supervision, verbal and written communication, conflict, change management, customer service, and career development	\$	\$	\$
B	Employee development in the areas of multicultural education and diversity awareness; intercultural competencies, and equity and inclusion	\$	\$	\$
C	Provide Organizational Development Consulting	\$	\$	\$

The College reserves the right to add or delete services and to negotiate pricing, if it is determined to be in the best interest of the College to do so.

Option item: 1

*Any offered hourly rate services not listed above. (Please provide as separate document, and titled "Optional Item").

Option item: 2

* Labor Rates

Activity	Hourly Rate	½ Day Rate	Full Day Rate
Course customization/modification	\$	\$	\$
Subject matter expert support	\$	\$	\$
Course development	\$	\$	\$

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. Multiple category awards will be made in the best interest of the College to the top 20 highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation.

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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



Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. 517-013

PROFESSIONAL DEVELOPMENT TRAINING SERVICES

All proposals **MUST BE RECEIVED** in the Procurement Office by 3:00 PM local time on **March 30, 2017**.

PROPOSALS WILL NOT BE ACCEPTED VIA FACSIMILE OR E-MAIL

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.


Patrick Johnson
Director of Procurement

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

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: PROFESSIONAL DEVELOPMENT TRAINING SERVICES
RFP NUMBER: 517-013
RFP CLOSING DATE AND TIME: MARCH 30, 2017 @ 3:00 PM

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MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

Montgomery College is committed to supporting its staff with effective training opportunities in order to increase competency, effective communication, supervision, career development, work effectiveness and leadership. The College invites qualified firms to submit proposals to provide customized employee development training services using various modes of instruction services for the Center for Professional & Organizational Development (CPOD). It is understood that Proposer(s) may not be able to provide all subjects and/or training styles, therefore the College reserves the right to award the services set forth in this solicitation to multiple firms. 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 "Offerors" and "Proposers." The Offeror to whom the contract is awarded will be referred to as the "Contractor."

1.2 Proposal Submittal Due Date

All responses to this Request for Information are due in the Montgomery College Office of Procurement, 900 Hungerford Drive, Suite 110, Rockville, Maryland 20850 by 3:00 p.m. on March 30, 2017, and must be submitted in a SEALED envelope, clearly marked with the RFP Number and Title, the Due Date and Time, and the Name/Address of the Offeror. **No responses will be accepted after this date and time. No facsimile or e-mail transmissions will be accepted.** In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the College.

1.3 Contact Information

For purchasing or technical questions about this solicitation, please contact *Cherree Adams, Purchasing Manager* at 240.567.5285 or via e-mail to cherree.adams@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 March 20, 2017. 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 Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors 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

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

1.6 Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, 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 within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
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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 (if applicable), 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

Technical Proposal, including all attachments and

- References (Attachment A)
- Contractor Information Form (Attachment B)
- Subcontractor List, if applicable
- Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal
- Mid-Atlantic Purchasing Team Rider Clause (optional)

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

Multiple category awards will be made in the best interest of the College to the top 20 highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Offerors can bid on multiple categories as qualified. Offerors do not have to bid on all categories in order to be considered for award. Evaluation of Offerors will be based on qualifications, competitive pricing, past experience, 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. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and 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 from date of award, until June 30, 2017. At the sole option of the College, the contract may be renewed for (4) 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 are to remain fixed for the first year. Requests for price increases may be submitted after the completion of the first year and must be submitted in writing to the College Director of Procurement within 60 days prior to the current term's expiration date and must be accompanied by supporting documentation sufficient to justify the requested increase, if the College elects to renew the contract. The College reserves the right to request additional supporting information. Price adjustments cannot exceed the Consumer Price Index (CPI-U) 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 (CPI-U), Not Seasonally Adjusted, most current year final index (not preliminary).

1.19 Contract Modification and Amendment

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.20 Insurance Requirements

Upon executing the contract, the Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor's insurance will be primary and kept in full force during the term of the contract, including renewals, if any. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor, with the following minimum insurance coverage:

Worker's Compensation Insurance

Covering the contractor's employees as required by State of Maryland law with the following minimum limits:

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

Commercial General Liability Insurance

Excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage \$1,000,000 combined single limit

Bodily Injury and Property Damage per occurrence including the following coverage:
contractual liability, premises and operations, independent contractors, products and
completed operations.

Comprehensive Automobile Liability Insurance, providing bodily injury and property damage
coverage for owned, hired vehicles, and non-owned vehicles with limits as follows:

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

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

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

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Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired vehicles, and non-owned vehicles with limits as follows:

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

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

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

1.21 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. 517-013. Current certificates must be provided to the College throughout the contract term.

1.22 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.

1.23 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.

1.24 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.

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1.25 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, 900 Hungerford Drive, Suite 230, Rockville, Maryland 20850** or e-mailed to accountspayable@montgomerycollege.edu.

1.26 Confidentiality

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

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

1.27 Tobacco and E-Cigarette Policy

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

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SECTION 2 – BACKGROUND/REQUIREMENTS

2.1 Overview

Montgomery College is Maryland's 2nd oldest community college. The College serves more than 60,000 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 Center for Professional & Organizational Development (CPOD) supports the continuous learning and improvement of Montgomery College. To achieve this, CPOD provides training and development programs and services that enhance the knowledge, skills, and abilities of individuals and groups. The current contract for PD training services is due to expire May 31, 2017.

2.2 Minimum Qualifications Requirements

The Contractor 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 to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

2.3 Qualifications and Experience

In order to be considered for award, each Offeror must provide evidence of their experience. The firm shall have provided similar services as those sought herein for a minimum of three (3) years. In addition to the minimum requirements described above, Offeror shall provide information about its company so the College can evaluate the firm's ability to provide the services set forth in response to this RFP. The College, at its discretion, may require a Offeror to provide additional information and/or clarify requested information.

Lastly, Offeror shall describe their experience in providing the specified services for similar operations and/or entities, including training subject matter provided and delivery method. Offeror shall provide references of three (3) recent public agency clients for similar services. For each client submitted as a reference, Offeror shall supply a brief description of the services provided, the timeframe services were provided and client contract information.

2.4 Qualifications and Experience of Trainers/Instructors

Trainers/instructors shall have provided similar services as those sought herein for a minimum of three (3) years. Each Offeror shall submit resumes of trainers/instructors demonstrating recent engagements for similar services. This information shall indicate sufficient evidence satisfactory to the College that the proposed Instructor(s) have the qualifications and experience necessary to successfully complete the Scope of Services.

Offeror must provide trainers who are subject matter experts and qualified to instruct employees about the subject matter that is presented in the training. Trainers/instructors shall possess all permits, licenses and professional credentials necessary to supply services, any specific training products and perform services as specified under this RFP.

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SECTION 3 – PROPOSAL CATEGORY AREAS/SCOPE OF WORK

- 3.1 Category A:** Employee development in the areas of leadership, management, supervision, verbal and written communication, conflict, change management, customer service, and career development.

Scope

The Center for Professional & Organizational Development (CPOD) occasionally seeks external subject matter experts to provide training to augment classes coordinated and conducted by CPOD's internal trainers. CPOD organizes its training in three ways: cohort programs, learning pathways, and individual classes. Offerors are encouraged to list any classes developed and facilitated when responding to this proposal. Please **note** any experience administering and debriefing assessments including but not limited to: DiSC, Myers-Briggs Type Indicator, & Thomas Kilmann instrument.

➤ **Cohort Programs and Sample Classes:**

Developing the Skillful Supervisor

- Introduction to Supervision
- Time Management
- Moving from peer to supervisor or manager
- Transition to Supervision

MC Management

- Feedback Skills: A Fearless Way of Giving and Getting Feedback
- Delegation and Communicating Clear Expectations
- Emotional intelligence theory and skills
- Coaching skills—feedback, goal setting, professional development, recognition

Leadership Development Institute

- Leadership theories, skills, and practices
- Strategic Planning – mission, vision, tools, practices and process
- Leadership in a Diverse Workplace
- Influencing Others

Tapestry Institute for Cultural Competence

- Stereotypes and Stereotype Threat
- Talking Across Generations
- The Nature of Privilege

Learning Pathways—A Learning Pathway is a series of identified classes that provide participants with an in-depth exploration of a specific topic. The Pathways may include:

- Career Development
- Change Management
- Communication and Conflict
- Customer Service
- Equity and Inclusion
- Committee Management

Individual Classes—Classes may be in a variety of areas i.e. communication, conflict interpersonal skills, multicultural education and diversity, leadership, management.

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SECTION 3 – PROPOSAL CATEGORY AREAS/SCOPE OF WORK-continued

- 3.2 Category B: Employee development in the areas of multicultural education and diversity awareness; intercultural competencies, and equity and inclusion.**

Scope

The Center for Professional & Organizational Development (CPOD) occasionally seeks external subject matter experts to provide training to augment training coordinated and conducted by CPOD's internal trainers.

Below are categories of training with sample classes in each category. Bidder is encouraged to list any classes developed and facilitated when responding to this proposal. Please note any experience administering and debriefing cultural assessments, including but not limited to: Intercultural Development Inventory, Intercultural Effectiveness Scale, and Intercultural Conflict Style Inventory.

- **Cross-cultural awareness and courtesies i.e.**
 - Communication across languages, accents and styles
 - Language as culture
 - Customer service skills
 - Media literacy and inclusion practices
- **Teamwork and collaboration in the international workplace**
 - Cross-cultural conflict management
- **Dialogue practices for intercultural understanding/dialogue facilitation skills**
- **Unique role of community colleges and open enrollment to change lives**
- **Skills to reduce disparities in educational achievement i.e.**
 - identifying barriers to participation and structural inequities
 - applying mindset theory
 - addressing unconscious bias
- **Impact of identity on perception and behavior, i.e.**
 - use of MC's Diversity Wheel
 - LGBTQ inclusion
 - equity/inclusion for people differently-abledrefugee, migrant and immigrant experiences

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SECTION 3 – PROPOSAL CATEGORY AREAS/SCOPE OF WORK-continued

3.3 Category C: Provide Organizational Development Consulting

Scope

The Center for Professional & Organizational Development (CPOD) occasionally seeks organizational development practitioners to co-consult with CPOD's internal organizational development practitioners. Successful bidders may also be referred to other leaders within MC.

The purpose of the work is to assist College leaders and managers to improve the effectiveness and productivity within their departments and units. Individuals must be experienced in assessment, collaborative planning, and implementation of interventions in complex multi-level systems. Individual must also have demonstrated knowledge of the ethics and principals of Organizational Development. (References required).

➤ **Examples of potential areas of need**

- Strategic Planning and facilitation
- Change management processes (i.e. re-organizations, new leadership)
- Focus Groups
- Coaching
- Team development

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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.

4.1.2 Evaluation Criteria - The Proposer's overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness.

The College evaluation will be based on the following criteria: Maximum Score=225

Evaluation Criteria for Categories A and B	Max Points
Sample course descriptions, objectives/learning outcomes, and agendas of previously developed classes, including descriptions of presentation mode(s), content and learning activities.	25
Sample participant packet(s), handouts or materials for previously developed classes.	0-25
Proposed trainer/instructor qualifications and experience in providing the specified services. Trainer's knowledge and level of expertise of subject matter.	0-25
Experience consulting, training, and facilitating in highly diverse organizations with multi-generations, with multi-generations, international employees, and non-native speakers of English.	0-20
Firm's qualifications and experience in providing the specified services for similar operations and/or public entities.	0-5
Total Maximum Points	<u>100</u>

Evaluation Criteria for Category C	Max Points
Sample organizational development projects that reflect experience in assessment, collaborative planning, and implementation of interventions.	0-25
Sample handouts or materials for previous organizational development projects.	0-25
Proposed trainer/instructor qualifications and experience in providing the specified services. Trainer's knowledge and level of expertise of subject matter.	0-25
Experience consulting with senior leadership and training, and facilitating in a highly diverse organization with multi-generations, international employees, and non-native speakers of English.	0-20
Firm's qualifications and experience in providing the specified services for similar operations and/or public entities.	0-5
Total Maximum Points	<u>100</u>

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SECTION 4 – PROPOSAL EVALUATION AND AWARD-continued

Proposal Pricing		Max Points
Pricing		0-25
Total Maximum Points		<u>25</u>

Evaluation of Offerors will be based on Offeror qualifications, competitive pricing, pass experience, and references. Multiple category awards will be made in the best interest of the College to the top 20 highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Offerors can bid on multiple categories as qualified. Offerors do not have to bid on all categories in order to be considered for award.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Submission

A submittal consisting of the Technical Proposal and the Price Proposal, in labeled separate envelopes, is required when responding to this Request for Proposal. Envelopes must be marked Technical Proposal or Price Proposal. One original and (3) three copies of the Technical Proposal are required. One original of the Price Proposal is required. *Originals* should be bound with binder clips or placed in three-ring binders, no spiral binding; copies may use any form of binding. Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, and the closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

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

5.2 Required Submittals

5.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Statement of Qualifications
- Completed Reference form (attached)
- Subcontractor Listing (if applicable)
- Completed Contractor Information Form (attached)

5.2.2 Price Proposal

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. The letter must be signed by an individual authorized to represent the Offeror for this RFP.

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SECTION 3 – PROPOSAL SUBMISSION-continued

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.

5.2.5 References (Past Performance)

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

5.2.6 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 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.

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SECTION 6 – PRICE PROPOSAL

Category	Area(s) of Expertise	Hourly Rate	Half-Day Rate	Full-Day Rate
A	Employee development in the areas of leadership, management, supervision, verbal and written communication, conflict, change management, customer service, and career development.			
B	Employee development in the areas of multicultural education and diversity awareness; intercultural competencies, and equity and inclusion			
C	Provide Organizational Development Consulting			

The College reserves the right to add or delete services and to negotiate pricing, if it is determined to be in the best interest of the College to do so.

Option item:

*Any offered hourly rate services not listed above. (Please provide as separate document, and titled "Optional Item").

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. Multiple category awards will be made in the best interest of the College to the top 20 highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation.

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

Company Name

Name

Title

Authorized Signature and Date

Montgomery College is tax exempt, certification provided upon request

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ATTACHMENT A - REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
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:
(response should be legible)

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 Community College
Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, Maryland 20850

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ATTACHMENT D – 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 nonsubstantial. 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, 900 Hungerford Drive, Suite 110, 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, Room 110, 900 Hungerford Drive, 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 E – 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>

