

**MC MONTGOMERY
COLLEGE**
Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850

REQUEST FOR PROPOSAL

917-009

Classification and Compensation Related Services

All bid responses MUST BE RECEIVED in the Procurement Office BY 3:00 PM local time on **April 21, 2017.**

Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: **120 Days after bid opening date, but prior to contract award.**

Bid Bond Requirements: **NA**

Performance, Labor and
Material Bond
requirements: **NA**

Pre-bid / Pre-proposal
conference: **NA**

Minority vendors are encouraged to respond to this bid solicitation.

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

Patrick Johnson,
Director of Procurement



NOTE: Prospective Bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Issuing 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
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

TABLE OF CONTENTS

Section 1 –	BID INFORMATION	Page No
1.1	INTENT	3
1.2	PROPOSAL DUE DATE	3
1.3	CONTACT INFORMATION	3
1.4	QUESTIONS DEADLINE DATE	3
1.5	AWARD	3
1.6	CONTRACT TERM	3
1.7	PRICING	4
1.8	BID EVALUATION	4
1.9	BID REJECTION	4
1.10	SUB CONTRACTORS	4
1.11	REQUIRED SUBMITTALS	5
1.12	FAILURE TO SUBMIT	5
1.13	TOBACCO POLICY	5
1.14	INSURANCE REQUIREMENTS	5
SECTION 2	BACKGROUND/SCOPE OF WORK	7-8
SECTION 3	PROPOSAL EVALUATION AND AWARD	9
SECTION 4	REQUIRED SUBMITTALS	10-11
SECTION 5	PRICE PROPOSAL	12
ATTACHMENT A	REFERENCES	13
ATTACHMENT B	CONTRACTOR INFORMATION FORM	14
ATTACHMENT C	NO-BID RESPONSE FORM	15
ATTACHMENT D	CONDITIONS AND INSTRUCTIONS	16-19
ATTACHMENT E	MID ATLANTIC PURCHASING TEAM RIDER CLAUSE	20

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 1 – PROPOSAL INFORMATION

1.1 INTENT

It is the intent of this Request for Proposal (RFP) to provide Montgomery College with classification and compensation related services in accordance with all terms and conditions contained herein. In the event a special condition is contradictory to general condition, the special condition shall prevail.

1.2 PROPOSAL DUE DATE

All responses to this Request for Proposal are due in the Montgomery College Office of Procurement, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by 3 p.m. on **April 21, 2017**, and must be clearly identified and marked as pertaining to this request. No facsimile or email transmissions will be accepted. No responses will be accepted after this date and time. In the event that the College is closed on the proposal closing date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 CONTACT INFORMATION

For purchasing or technical questions about this solicitation, please contact **Patrick Johnson** at patrick.johnson@montgomerycollege.edu.

1.4 QUESTIONS DEADLINE DATE

The deadline for submitting questions is **April 14, 2017**. No questions will be accepted after this date.

1.5 AWARD

Multiple awards will be made in the best interest of the College to the three highest ranked responsible, responsive Bidders on a primary, secondary and tertiary basis who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. Award may be made in whole or in part whichever is in the best interest of the College.

1.6 CONTRACT TERM

The initial term of contract will be for one (1) year from the date of award. At the sole discretion of Montgomery College, the contract may be renewed for four additional one-year options, providing service has been satisfactory, funds are available, and the vendor has been in compliance with contract requirements.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 1 – PROPOSAL INFORMATION - continued

1.7 PRICING

The price(s) offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery and implementation of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next ***highest ranked*** Bidder.

1.8 BID EVALUATION

Bids submitted in response to this solicitation will be evaluated as follows:

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

1.8.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.

1.8.1.2 Bidder is financially stable.

1.8.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

1.8.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.

1.8.2.2 Bidder has provided all documentation and samples requested in the Specifications/Scope of Work.

1.9 REJECTION

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

1.9.1 Meet the mandatory specifications and requirements.

1.9.2 Respond in a timely fashion to a request for additional information, data, etc.

1.9.3 Supply appropriate and favorable client references.

1.9.4 Complete the Price Proposal page.

1.9.5 Sign the bid.

1.9.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.9.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.10 SUBCONTRACTORS

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 1 – PROPOSAL INFORMATION - continued

1.11 REQUIRED SUBMITTAL LIST

- Technical Proposal
- Price Proposal

1.12 FAILURE TO SUBMIT

Failure to provide any of the above items may deem a bid proposal non-responsive.

1.13 TOBACCO POLICY

Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meeting or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

1.14 INSURANCE REQUIREMENTS

The Contractor shall maintain such insurance as 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 this contract, or by anyone else directly or indirectly employed by him/her.

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

Workers compensation Insurance covering the Vendor's employees as required by Maryland State law.

Commercial General Liability Insurance, excluding automobiles

Owned or hired by the Vendor, with limits as follows:

Bodily Injury and Property Damage:

\$1,000,000 combined single limit of bodily injury and property damage

-Contractual Liability – Premises and Operations

-Independent Contractors

Comprehensive Automobile Liability -

Providing bodily injury and property damage coverage for owned

Vehicles and non-owned vehicles with a combined single limit of \$1,000,000.

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 1 – PROPOSAL INFORMATION - continued

payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Vendor shall provide the College with evidence of such insurance.

In the event that the Vendor's insurance is terminated, the Vendor shall immediately obtain other coverage and any lack of insurance shall be grounds for immediate termination of the agreement.

These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without a sixty (60) calendar day notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect. The Vendor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Vendor has received

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 2 –BACKGROUND/SCOPE OF WORK

2.0 BACKGROUND

Montgomery College, Maryland's oldest community college, is a multi-campus institution with more than 26,000 credit students and 44,000 Continuing Education students. To support students' academic and professional goals, the College employs more than 2,500 faculty and staff. Montgomery College is committed to offering the highest possible quality of life to all members of the College community. Students, faculty, and staff make the decision to attend and work at Montgomery College, in part, because of the College's success at meeting their needs and exceeding their expectations. Among other accolades, the College is recognized as a 'Great Place to Work' and is the recipient of esteemed awards from the Alliance for Workplace Excellence (AWE) including the Workplace Excellence Seal of Approval, the Health and Wellness Seal of Approval, the AWE EcoLeadership Award, and the Diversity Champion Award.

The Montgomery College Compensation Philosophy, in part, states, "Montgomery College seeks to provide every employee a competitive level of compensation that reflects his or her individual contribution to the College's mission of empowering students to change their lives and enriching lives in the community. We achieve this mission by providing a total compensation package including base pay, benefits, personal and professional development, and the intrinsic value of working in an education environment. Being a destination employer means, in part, providing a competitive total compensation package that retains and attracts the best people. Montgomery College is committed to sound stewardship over available total reward resources for every employee. This compensation philosophy presents the key objectives and principles that guide the way Montgomery College employees are rewarded and recognized for taking part in the College's mission."

2.1 SCOPE

The awarded contractors will provide classification and compensation related services to develop strategies and options to ensure that the College's classification and compensation system (CCS) remains relevant and equitable, to ensure that it supports the College's mission and values, and to ensure that the College continues to attract, retain, and motivate employees. Awarded contractors will provide assistance by conducting job evaluations and/or market research for selected positions and job classes. These services will ensure that the executive and employee classification and compensation systems (CCS) are aligned with the College's mission and values, are competitive with the job market, and reflective of the compensation philosophy.

2.2 REQUIRED SERVICES RELATED TO EMPLOYEE CCS

Awarded contractors will provide one or more of the following services as requested as requested by the College:

- Evaluate selected positions using the College's classification evaluation methodology, market salary data, and whole job slotting
- Conduct job analysis including desk audits and interviews with employees and supervisors/managers as necessary to obtain job knowledge
- Write, review, and revise job class specifications
- Insure legal compliance (FLSA, ADA, EPA, Title VII, OSHA, ADEA)
- Conduct routine maintenance reviews for specific job classes/job families
- Prepare written reports of findings and recommendations

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 2 –BACKGROUND/SCOPE OF WORK-continued

- Provide on-demand access to valid, reliable market salary data
- Conduct comprehensive market pay surveys
- Design, align, or re-design functional structures and titling conventions

2.3 REQUIRED SERVICES RELATED TO EXECUTIVE CCS

Awarded contractors will provide one or more of the following services as requested as requested by the College:

- Market price and design administrator salary structure
- Market price and design Senior Administrator Leadership Team (SALT) salary structure
- Market price salary for the College President
- Prepare written reports of findings and recommendations
- Provide on-demand access to valid, reliable market salary data

2.4 BIDDER'S QUALIFICATIONS

Required

- a) In business for a minimum of seven years.
- b) Previous experience and demonstrated success providing classification and compensation related services.

Preferred

- c) Experience working with higher education institutions.
- d) Experience providing classification and compensation related services to community colleges.

2.5 RELATIONSHIP DISCLOSURE

Bidders must identify any relationship or association with Montgomery College, Montgomery County, or the State of Maryland.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 3 –PROPOSAL EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 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 offers best meet the requirements in the RFP and is in the best interest of the College. Award will be made to up to the three highest ranked bidders based on all of the criteria listed below.

3.2 EVALUATION CRITERIA

Classification and compensation service providers will be evaluated on the following criteria categories:

Item	Criteria Area	Maximum Available Points
3.2.1	Experience and qualifications of bidding <i>firm</i> in providing services as it relates to each area listed in sections 2.2 and 2.3.	40
3.2.2	Professional qualifications, including extent of clientele, and experience of <i>staff</i> providing the direct services for each area.	10
3.2.3	Methodology and resources applied to fulfill the scope of work; demonstrated timeliness and ability to provide quality, cost-effective, coordinated, and responsive services for each area.	40
3.2.4	References	15
3.2.5	Submitted Pricing	10
Total Possible Score:		115

3.3 REJECTION OF PROPOSAL

The College reserves the following rights to be exercised at the College's sole discretion:

- a. To make such investigation as deemed necessary to determine the qualifications of the Bidder and to determine the ability of the Bidder to perform the desired scope of services. The Bidder will furnish to the College all such information and data as the College may request. The College reserves the right to reject any offer if the evidence submitted by, or investigation of, such Bidder fails to satisfy the College that such Bidder is properly qualified to carry out the obligations of the contract and to complete the scope of services contemplated herein. The College reserves the rights to restrict requesting proposals to such Bidders who the College determines are qualified by experience and finances to successfully perform the scope of services. Conditional bids will not be accepted.
- b. To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Proposals in its entirety.
- c. To accept or reject any item of proposal.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 4 –REQUIRED SUBMITTALS

4.1 PROPOSAL SUBMISSION

A submittal consisting of the Technical Proposal and Required Submittals are required when responding to this Request for Proposal. **One (1) original, five (4) copies of the Technical Proposal to this RFP are required. In addition, one (1) original Price Proposal shall be submitted in separately sealed envelope and identified as such.** Proposals will be certified, signed and dated by a bona fide agent of the Bidder 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 Bidder's name and address, the RFP number, and the opening 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.

4.2 REQUIRED SUBMITTALS

- I. Technical Proposal
 - Transmittal Letter
 - Experience and Qualifications of Firm
 - Professional Qualifications of Staff
 - Methodology and Resources
 - Completed Reference Form
 - Subcontractor List (if applicable)
 - Completed Contractor Information Form

- II. Price Proposal

The proposal should be organized using the following outline.

4.2.1 TECHNICAL PROPOSAL

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

4.2.2 TRANSMITTAL LETTER

The transmittal letter must be prepared on the Bidder'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 Bidder's understanding of the College's requirements; and demonstrate the Bidder's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Bidder for this RFP.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 4 –REQUIRED SUBMITTALS -continued

4.2.3 EXPERIENCE AND QUALIFICATIONS OF FIRM

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

- Professional qualifications and technical competence of the firm and subcontractors, if proposing.
- Previous demonstrated experience related to service requirements listed herein.
- Bidder's corporation/organization size, financial information, web presence, length of time the organization has been providing the services listed, and key business relationships.

4.2.3 PROFESSIONAL QUALIFICATIONS OF STAFF

Provide a detailed narrative regarding the professional qualifications and experience of staff assigned to contract, if awarded.

4.2.4 REFERENCES (Past Performance)

The proposal must include the names and telephone numbers of three references. Cited references must be able to confirm, without reservation, the Bidder'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 Bidder's services; and to require a site visit to one or more of the Bidder's reference locations.

4.2.5 METHODOLOGY AND RESOURCES

Each Bidder must provide a detailed methodology and resources applied to fulfill the scope of work; ability to provide quality, cost-effective, coordinated, and responsive services for each area.

4.2.6 SUBCONTRACTORS

Each Bidder 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.

4.2.7 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

SECTION 5 – PRICE PROPOSAL

ITEM	DESCRIPTION	HOURLY RATE
001	Employee classification-related services	\$ _____/HR
002	Employee compensation-related services	\$ _____/HR
003	Executive classification-related services	\$ _____/HR
004	Executive compensation-related services	\$ _____/HR

Note to vendor: Submitted price must be inclusive of all costs associated with all requirements listed herein.

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

Company Name

Name

Title

Authorized Signature and Date

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT A – REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

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

References submitted by: _____
Company Name

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

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 bid. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 Please provide the following information

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT C – NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid 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 _____ Title _____

Please return to: Montgomery Community College Office of Procurement 900 Hungerford Drive, Room 110 Rockville, Maryland 20850-1733

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

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 Director of Procurement deems the failure to be non substantial. Such bid bonds or checks will be returned to all except the three (3) lowest 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.

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 Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT D –CONDITIONS AND INSTRUCTIONS

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.

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.

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT D –CONDITIONS AND INSTRUCTIONS

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.

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT D –CONDITIONS AND INSTRUCTIONS

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.

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.

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP TITLE: Classification & Compensation Related Services
RFP NUMBER: 917-009
RFP CLOSING DATE: April 21, 2017

ATTACHMENT E – MID-ATLANTIC PURCHASING TEAM 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.mwco.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>