



**REQUEST FOR QUOTE
#1049537
For
Institutional Mattresses**

ISSUE DATE: JANUARY 27, 2015

SUBMISSION DEADLINE: 3:00 PM on FEBRUARY 06, 2015

The Montgomery County, Department of Correction and Rehabilitation is seeking bids for the procurement of institutional mattresses that are reversible with a built in pillow and appropriate for a correctional environment. Bids must be returned no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call the Department of Corrections and Rehabilitation to see if an extension may be granted.

The following pages contain the terms, conditions and scope of services for this Informal Solicitation.

You may e-mail your bid to Rita.Ellis@montgomerycountymd.gov provided that the County receives the original bid within five (5) days after receipt of the e-mailed copy.

Should you have questions regarding the specifications, please call Christine Johnson at (240) 773-9928.

SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES

INTENT

The intent of this Informal Solicitation is to solicit bids for the procurement mattresses designed and manufactured specifically for use in a correctional facility. The County through this RFQ intends to establish a Fixed Price Contract for the purchase of mattresses for the Department of Correction & Rehabilitation detention facilities, as per the Terms Conditions, Specifications and/or Scope of Work and Quotation Sheet contained herein.

BID SUBMISSION

Bids must be submitted via e-mail (original bid is due within 5 days after the receipt of the e-mail copy) no later than 3:00 P.M. EST, February 06, 2015 to:

Rita Ellis
Department of Correction and Rehabilitation
22880 Whelan Lane
Boyd's, MD 20841
Fax (240) 777-9943
Rita.Ellis@montgomerycountymd.gov

Proposals submitted electronically after 3:00PM EST, February 06, 2015 will not be considered.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Solicitation will not be binding on the County. Any information given to a bidder in response to a request will be furnished to all bidders as an amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Such amendments only, when issued by the Contract Administrator will be considered as being binding on the County.

ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interest of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid under this Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

METHOD OF AWARD

This Informal Solicitation will be awarded by line item to the bidder with the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bid will be determined by the lowest extended unit price bid set forth on the Quotation Sheet. All items must be bid in order to be considered for an award.

OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name and model number is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly lists on the Quotation Sheet what is being proposed and forwards either with the bid, or within five calendar days after notification from the County, complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation. The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

SAMPLES FOR EQUALS

Samples are required prior to award of the contract for all items (Equals) other than the specified brand.

Samples must be submitted within 5 days after bid opening and be forwarded to:

Montgomery County Correctional Facility
RFQ #1049537 (Samples for Equals)
22880 Whelan Lane
Boyd's, MD 20841
Attn: Christine Johnson, Deputy Warden
Phone # (240) 773-9928

BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on the contract issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

SECTION II - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

RFQ #1049537

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFQ #1049537

TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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RFQ #1049537

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION III – SPECIAL TERMS AND CONDITIONS

GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section II) are incorporated and made part of this Request for Quotation and any resultant contract. However, paragraph 21, Insurance is superseded by the Mandatory Insurance Requirements in SECTION- IV on Page 15.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Informal Solicitation and any contract awarded pursuant to this Informal Solicitation.

COMPENSATION

The County will pay the Contractor in accordance with the unit price on the Quotation Sheet.

CONTRACT TERM

The term of the contract is for ONE (1) year from the date of signature by the Director, Department of General Services. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor’s satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for TWO (2) additional one-year periods.

CONTRACT ADMINISTRATOR

The Contract Administrator shall be responsible for:

- a. Inspecting goods upon delivery;
- b. Authorizing payment upon acceptance of any acceptable invoice; and
- c. The duties and responsibilities outlined in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor.

The designated Contract Administrator is: Rita Ellis
Department of Correction and Rehabilitation
22880 Whelan Lane
Boys, MD 20841
Fax (240) 777-9943
Rita.Ellis@montgomerycountymd.gov

PRICES

Prices are net, inclusive of all charges for transportation, FOB, Destination, Inside Delivery, Freight Prepaid and Allowed, and all other charges necessary for performance of work as outlined herein. Prices are to be less Federal, State, and Local taxes.

METHOD OF ORDERING

It is the intention of the County to issue written purchase orders to the contractor. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

NEW MATERIAL

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivering of the items by any act or neglect of any separate contractor employed by the County, or by any changes ordered in the items, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

FAILURE TO PERFORM/DELIVER

In the event of a contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the contractor, from any money due under this contract (purchase order), or any other contract (purchase order) with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material. The County shall give notice of observed defects with reasonable promptness.

PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the contractor, contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the contractor's own expense, any damaged property caused by the contractor, contractor's employees, subcontractor, or subcontractor's employees.

RECYCLED MATERIALS AND PRODUCTS

It is the intention of Montgomery County to maximize the use of recycled materials and products. **Contractors are therefore requested to use, to all extent possible, recycled products in the performance of their services to the County**, i.e., invoices, reports, packaging, pallets, etc.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation may be subject to the Montgomery County Code, and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

INVOICES

All true and corrected invoices are to be sent to:

Christine Johnson, Deputy Warden
Montgomery County Correctional Facility
22880 Whelan Lane
Boyd's, MD 20841

SECTION IV – SPECIFICATIONS/SCOPE OF WORK

The purpose of this solicitation is to purchase institutional mattresses for the correctional and detention facilities of the Montgomery County Department of Correction & Rehabilitation. The preferred manufacturer is Chestnut Ridge or equal. All products bid must meet the following minimum specifications:

A. Foam Core Mattress: The mattress must be reversible with built-in pillow on each side and covered in fire-retardant and fluid resistant materials that meet the following specifications:

- Mattress core material – 100% polyester fiber with no chemical added; memory-fiber core of densified polyester, no less than 5.0 lbs./cu ft. density;
- Mattress must have 100% sealed with seams inside the mattress and 6-8 stitches per inch;
- Dimensional stability – 100% guaranteed against cracking; with a 100% replacement guarantee against flaws, seam tears, cracking and other deterioration that would not be expected under situations of normal use. (**Bidder must describe the mattress guarantee in the bid document**).
- Mattress core must be protected against fluids and contamination such as blood-borne pathogens, hepatitis, tuberculosis and head lice;
- Mattress core and cover must be fire resistant and flame retardant;
- Mattress core and cover must be bacteria resistant, anti-fungal, anti-microbial;
- Breathable vent sealed inside the cover to resist water, oil, urine, blood head lice; and be moisture vapor permeable;
- Mattress and cover shall be abrasion resistant, easy to disinfect, and clean with soap and water;
- Must have pillow integrated into the mattress with a peak height of 2.5 inches;
- Must meet or exceed the following standards: California Technical Bulletin 117, California Technical Bulletin 603, and 16 CFR Part 1633

B. Foam Core Mattress for Hospital Bed:

- The mattress insert must have CR SAFEGUARD® XL Soft (or equal) fire resistant polychloroprene compound cushioning.
- The mattress must not have an integrated pillow.
- Designed as a fire resistant medical mattress for infirmary applications.
- The mattress covering must be loose fitting for pressure reduction characteristics and comfort.
- The mattress covering must not be sealed to allow for breathability and prevent heat retention.
- The mattress must be covered with a fluid resistant neoprene/butyl rubber with antibacterial and antifungal properties that can be cleaned and disinfected.
- The mattress cover must have a sewn closure located at the top of one end extending the full width of the mattress. The cover must have four-corner box construction and inverted seams.
- Must meet or exceed the following standards: California Technical Bulletin 117, California Technical Bulletin 603, and 16 CFR Part 1633

C. Vandal Resistant Cover:

Rip resistant vinyl ticking that is compatible with the cushioning and prevents cracking. Vinyl must be reinforced with four-corner box construction and inverted side seams centered on fill mattress length.

D. Transparent Cover:

Mattress cover must be reinforced transparent vinyl ticking with four-corner box construction and inverted side seams centered on fill mattress length.

E. Test Values for Physical Properties and Flammability Characteristics:

A summary table of the manufacturers test method and results for the physical properties and flammability characteristics of each product quoted must be included with the Offeror's response. The table must cover the following physical properties:

- Density
- Indentation (I.F.D.)
- Compression Set
- Elongation
- Tear Strength
- Flex Fatigue
 - Thickness Loss
 - Indentation
- Resiliency
- Fungal Resistance

The table must cover the following flammability characteristics:

- Rate of Heat Release
- Radiant Panel Index
- NBS Smoke chamber
- Mattress Insert Test
- Vertical Burn Test
- Composite /Federal Mattress Tests

SECTION V – MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *five hundred thousand dollars (\$500,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of *three hundred thousand dollars (\$300,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Correction and Rehabilitation / Rita Ellis
22880 Whelan Lane
Boys, MD 20841

QUOTATION SHEET

Quantities shown are estimates which may be ordered in smaller increments over the contract term. Prices quoted must be based on product descriptions as stated in Section IV – Specifications/Scope of Work. If Bidders are quoting a different manufacturer or brand as an equal product substitution, place the quote in the rows labeled “Or Equal” and include a description of the item and manufacturer / brand.

Item #	Item Description	Manufacturer/ Brand	Annual Quantity	Price / Unit		Extended Price
1	Reversible Mattress with built-in pillow and transparent cover. Mattress Size: 3”D x 25”W x 80”L		300	\$	X	\$
<i>Or Equal</i>				\$	X	\$
2	Reversible Mattress with built-in pillow and vandal resistant cover. Mattress Size: 3”D x 25”W x 80”L		10	\$	X	\$
<i>Or Equal</i>						
2	Reversible Hospital Bed Foam (core) Mattress w/o pillow. Mattress Size: 4”D x 36”W x 80”L		10	\$	X	\$
<i>Or Equal</i>				\$	X	\$
						Total (all items must be bid for an award) \$

RFQ #1049537

REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. **Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after County's signature date of a "Notice to Proceed" or a purchase order)

<u>ITEM NO.</u>	<u>QTY</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
ALL	ALL	30 Calendar Days	_____ Calendar Days

All Orders must be delivered to:

Montgomery County Department of Correction
Montgomery County Correctional Facility (MCCF)
22880 Whelan Lane
Boyd MD 20841

Montgomery County Department of Correction
Montgomery County Detention Center (MCDC)
1307 Seven Locks Road
Rockville, MD 20854

Contract person to handle any problems with delivery, etc.:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-Mail Address: _____

RFQ #1049537

RFQ# 10495374	<p align="center">MONTGOMERY COUNTY, MARYLAND Institutional Mattresses</p>	RETURN BID TO: Rita.Ellis@montgomerycountymd.gov Department of Correction and Rehabilitation, 2880 Whelan Lane, Boyds, MD 20841
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PART I: SOLICITATION

THE FOLLOWING TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF ANY AWARD:

1. The General Conditions of Contract between County and Contractor shown in this Solicitation.
2. The Special Terms and Conditions.
3. The Quotation Sheet.

PART II-BID

<p>In compliance with the above, the undersigned agrees, if this bid is accepted to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the delivery schedule.</p> <p><u>The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered conditioned on the following basis:</u></p> <p>Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered for method of award purposes. Optional prompt payment terms: _____ % Net _____ Days (please insert, if any)</p>	<p>NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS</p> <p>The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:</p> <p>All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.</p>
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BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	EMAIL ADDRESS:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): _____
SIGNATURE: _____ DATE: _____