



Isiah Leggett
County Executive

Al R. Roshdieh
Director

DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUOTATION

#1069325

for

Timetable Distribution by Persons With Developmental Disabilities

ISSUE DATE: September 7, 2016

SUBMISSION DEADLINE: 1:00 PM on October 3, 2016

The Montgomery County Department of Transportation (DOT), Transit Services Division is soliciting bids for the above-referenced Request For Quotation. Bids must be returned not 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 Montgomery County Department of Transportation, Transit Services Division to see if an extension may be granted.

The following pages contain the terms, conditions and specifications for this Request For Quotation.

NOTE: All submitted quotations must reference the Quotation Number and Title above and be signed by an authorized representative of the responding firm.

Deliver one original, four copies and one CD in a sealed envelope containing bid sheet, quotation sheets, acknowledgment form, proposal, Attachment B and Attachment C to the address below by no later than the closing date and time as stated above. The sealed envelope should be marked with the quotation number, quotation title, due date and due time.

Montgomery County Department of Transportation
Division of Transit Services
101 Monroe Street, 5th Floor
Rockville, Maryland 20850
ATTN: Ken Sloate

Should you have questions regarding the specifications in this solicitation, please contact Beverly LeMasters at (240) 777-5880 or Beverly.Lemasters@montgomerycountymd.gov

SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES

INTENT

The intent of this Request For Quotation is to solicit bids for the procurement of distributing Ride On timetables and brochures by persons with developmental disabilities, as per the Terms, Conditions and Quotation Sheet contained herein.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Request For Quotation 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 Request For Quotation, 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 Contracting Officer will be considered as being binding on the County.

ALTERNATE BIDS

Bidders must bid only one price even though they feel they can bid more than one price that will meet the scope of services. Bidders must determine for themselves what to bid. If a bidder submits more than one price it may be cause for that item to be considered non-responsive.

AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive informalities and 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.

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.

ACKNOWLEDGMENT

The bidder is to include the signed Acknowledgement indicating agreement with all the terms and conditions of this solicitation.

DETERMINATION OF RESPONSIBILITY

The bidder has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential bidder must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

A bidder may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a bidder to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective bidder.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the bidder to perform the contract or provide the goods or services required;
2. The ability of the bidder to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the bidder, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the bidder to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type; and
8. Past debarment by the County or other entity.

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days. Prompt payment discounts will be considered in the evaluation of your proposal if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice. Invoices should be submitted after County's acceptance of services provided.

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" - Attachment B of this RFQ).

METHOD OF AWARD/EVALUATION CRITERIA

Bidders must bid each item on Quotation Schedules A, B and C in order to be eligible for an award. Proposals will be evaluated under the following method of award:

A. Procedure

Upon receipt of the written proposals, all responses will be evaluated and ranked by the department who will rank all responses utilizing the Evaluation Criteria under B(1) of this section. Vendor interviews will be conducted with the three highest scoring offerors based on the department's score for each written proposal. Interview criteria is listed under B(2) of this section. The County will enter into contract negotiations with the highest ranked Offeror based on the combined score of the written and interview criteria. Should the highest ranked Offeror be unable to negotiate a contract with the County, the next highest ranked Offeror will be selected for contract negotiation.

B. Evaluation Criteria

(1)Written Proposals Evaluation

The department will review the written proposals based on the following criteria:

- a. Expertise and relevant experience of firm and individuals on distribution/collection services (25 Points)
- b. Expertise and qualifications of firm in providing supported employment services to persons with developmental disabilities (25 points).
- c. Understanding of specific County requirements as evidenced by quality of outline of delivery plan (25 points);
- d. Price of services to be delivered (Schedule A) (25 points)

(2)Interview Proposals Evaluation

The department will evaluate the interviews based on the following criteria:

- a. Demonstrated expertise and experience of firm and individuals on distribution/collection services (25 points)
- b. Expertise and qualifications of firm in providing supported employment services to persons with developmental disabilities (25 points).
- c. Proposal presentation and quality of delivery plan (25 points).
- d. Price of services to be delivered (Schedule A) (25 points)

QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and 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.

PROPOSAL SUBMISSION

Failure to include the required submissions may render the proposals unacceptable as determined by the Director, Office of Procurement. Bidders must submit their proposal in the format below. Written proposals will be evaluated only on what is submitted. The bidder must submit sufficient information to enable the Department to evaluate the bidder's capabilities and experience. Proposals must include the following information:

- 1) The bidder must submit the bid sheet properly signed by the person who has authority to bind the bid to a proposal. Bidder must also complete all quotations sheets (Schedules A, B and C) and contact information.
- 2) The Acknowledgment of this solicitation must be submitted and signed by a person Authorized to bind the bidder to the proposal.
- 3) Minority Business program and Offeror's Representation – Attachment B
- 4) Wage Requirements certification - Attachment C
- 5) The bidder should submit their proposal in the following format, which must include the following information about the bidder:
 - a. Bidder Identification – State the Bidder's name, address, telephone number, Social Security Number or Tax Identification number.
 - b. Program Staffing – The bidder needs to state the knowledge and experience of the individual(s) of the firm that will provide the services required under this Scope of Services. Provide personal data, education background, and employment history. State any pertinent knowledge, experience and capacity for administrative support you will bring to this program.

- c. Detailed Program and Evaluation Plan – Provide a description as to how the bidder will accomplish all service components in the Scope of Services outlined in this Request for Quotation, including previous experience in providing the Scope of Services, as well as support services to persons with developmental disabilities;
 - d. Budget – Submit proposed costs by completing quotation sheets to provide the required services;
 - e. Description of the bidder’s related experience conducting similar programs. Experience with transit or transportation service should be highlighted, including previous distribution service.
 - f. Description of project management and identification of special skills, experience and expertise that the bidder offers directly or through subcontracting for this project;
 - g. Statement of the bidder’s understanding of the scope of services. Description of evaluation techniques and quantitative measures for quality control of service and performance.
 - h. Names and related experience of subcontractors, if any, whom the bidder intends to utilize on this project and level of commitment to project.
 - i. Names, affiliations, addresses, and telephone numbers of three references for whom the bidder has done similar work. Names for references shall be individuals who directly supervised or had direct knowledge of the services or goods provided.
 - j. A detailed description of delivery/collection plan, including ability to meet the daily, weekly, and monthly delivery schedule, distribution plan and collection of timetables and brochures. Include information on destruction of outdated timetables and the weekly cleaning required.
 - k. A brief description of the bidder’s facility where maps and timetables are to be stored. The storage facility must be located within Montgomery County.
- 6) The proposal may not exceed fifteen (15) pages. Additional information required (e.g. quotation sheets, contact information) will be considered as additional attachments. No other attachments will be reviewed.

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., and 47 U.S.C., ch. 5.

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 Md. 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.

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.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, 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, Office of Procurement. 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, Office of Procurement, 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, Office of Procurement, 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, Office of Procurement, 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, Office of Procurement, 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, Office of Procurement;

- (10) issue notices to proceed; and
- (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, Office of Procurement, 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, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, 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, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, 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, Office of Procurement, 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 the Election Law at Md. Code Ann., Title 14.

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 minimum 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. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. 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, Office of Procurement, 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. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

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
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	

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Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
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
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

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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>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
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. PAYMENT AUTHORITY

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. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. 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.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, 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, Office of Procurement, 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.

30. 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.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work 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.

33. 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.

RFQ# 1069325	MONTGOMERY COUNTY, MARYLAND TIMETABLE DISTRIBUTION BY PERSONS WITH DEVELOPMENTAL DISABILITIES	RETURN BID TO: Montgomery County Department of Transportation, Division of Transit Services 101 Monroe Street, 5th Floor Rockville, MD 20850
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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 Sheets.

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> 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 legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature 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 and certification 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 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: _____

SECTION III – QUOTATION SHEET & ACKNOWLEDGMENT

Each bidder is required to fill out schedules A, B and C. All schedules must be completed for the bid to be considered responsive.

QUOTATION SHEET

1. Timetable Distribution Rate

Daily costs should include transportation and storage costs.

Schedule A

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year	=	Extended Price
<u>Metrorail Stations</u>							
a. Shady Grove Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Rockville Stations	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Silver Spring Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
d. Glenmont Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Twinbrook Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Friendship Heights Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Wheaton Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
h. Takoma Park Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
i. White Flint Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
j. Bethesda Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
k. Grovesnor-Strathmore Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
l. Forest Glen Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
m. Medical Center Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
 <u>MARC Stations</u>							
a. Germantown MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Metropolitan Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Gaithersburg MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

d. Washington Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Kensington MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Silver Spring MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Rockville MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

2. Hourly Rate of Program Manager for meetings (attendance required by County)

	Estimated Hourly Rate		# of Hours Per Year	=	Extended Price
Program Manager	\$ _____/hour	x	1 hour	=	\$ _____

Aggregate Amount of the Unit Prices Extended by the Estimated Quantities Listed Above
(Items 1.a of Schedule A to 2) = \$ _____

OPTIONAL ITEM

During the Contract Term, the County may change the Schedule for Delivery as outlined below.

Schedule B

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year	=	Extended Price
<u>Metrorail Stations</u>							
a. Shady Grove Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Rockville Stations	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Silver Spring Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
d. Glenmont Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Twinbrook Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Friendship Heights Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Wheaton Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
h. Takoma Park Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
i. White Flint Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
j. Bethesda Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
k. Grovesnor-Strathmore Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
l. Forest Glen Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
m. Medical Center Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
<u>MARC Stations</u>							
a. Germantown MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Metropolitan Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Gaithersburg MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
d. Washington Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Kensington MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Silver Spring MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Rockville MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

OPTIONAL ITEM

During the Contract Term, the County may add the services below:

1. Timetable Distribution Rates for Transit Centers

Schedule C

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year	=	Extended Price
<u>Transit Centers</u>							
a. Germantown Transit Center	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Lakeforest Transit Center	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Traville Transit Center	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
d. Fallsgrove Transit Center (Rockville Regional Transit Center)	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Paul S. Sarbanes (Silver Spring) Transit Center	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Montgomery Mall	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. White Oak	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
h. Takoma Langley Crossroads	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

2. Hourly Rate of Program Manager for meetings (attendance required by County)

	Estimated Hourly Rate		# of Hours Per Year	=	Extended Price
Program Manager	\$ _____/hour	x	1 hour	=	\$ _____

Aggregate Amount of the Unit Prices Extended by the Estimated Quantities Listed Above
(Items 1.a of Schedule C to 2) = \$ _____

QUOTATION SHEET (Continued)

CONTACT PERSONS

Contact Persons for Questions Concerning Your Quote: _____

Land Line #: _____

Cell Phone #: _____

Fax#: _____

E-Mail Address: _____

Contact Person for Placing of Orders: _____

Land Line #: _____

Cell Phone #: _____

Fax#: _____

E-Mail Address: _____

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor.

Portion of the work:

Name of Subcontractor _____

Address: _____

Telephone #: _____

E-Mail Address: _____

ACKNOWLEDGEMENT

The bidder must include a signed acknowledgement that all terms and conditions of the bid may, at the County’s option, be made applicable in a contract issued as a result of this solicitation. Bidders that do not include such an acknowledgement may be rejected. This requirement may be satisfied by executing and returning (with the bid) the acknowledgment shown below.

ACKNOWLEDGMENT: The undersigned agrees that all terms and conditions of this solicitation and bid may, at the County’s option, be made applicable in a contract issued as a result of this solicitation.

Signature: _____

Official’s Typed Name: _____

Business Firm’s Typed Name: _____

(Show correct and full legal business name)

Name and Signature Requirements for Proposals and Contracts

The correct and full legal business name of the offeror must be used in proposals received and on all contracts 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 legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the 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 offeror’s signature on the proposal, contract, amendment(s) 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 this 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.

Acknowledgment of Solicitation Amendments

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION IV – SCOPE OF SERVICES

I. Background

It is the County's intent to enter into a contract with a qualified entity to provide the timely distribution of Ride On timetables and other brochures. Over the past 24 years, the County has contracted with agencies providing vocational rehabilitation programs to provide certain essential public services. The program has been extremely successful and as result, many individuals with disabilities have been trained in public service jobs. The County's intent is to provide persons with severe developmental disabilities the opportunities to acquire skills and the confidence and motivation necessary to become employed in the community. The trainees are providing essential public service and at the same time, are involved in a supportive success oriented training program.

Prior to the contract award, the recommended awardee must be licensed in the State of Maryland as a provider of vocational training programs for individuals with developmental disabilities, and by the County as a private educational institution; Bidders must maintain an office in Montgomery County to be eligible for an award under this Request for Quotes.

Montgomery County Ride On operates a fixed route, public transit bus system carrying approximately 85,000 boardings daily, with approximately 26 million boarding a year. Having Ride On bus schedules available at as many locations as possible provides the opportunities for riders to obtain this information easily, which increases customer satisfaction and improves the services. Less than acceptable availability of schedules for Ride On customers results in customer dissatisfaction and lost ridership.

II. Intent

This Request for Quotation is being issued in Accordance with Administrative Procedure No. 1-10 (Attachment D). The County seeks an experienced and qualified entity providing vocational rehabilitation programs to provide employment services to a group of Montgomery County residents identified and selected by the Contractor to provide the services described in this Request for Quotation. As such, the Contractor must have its facility located in Montgomery County.

The Contractor must distribute and ensure the on-time delivery of Ride On bus schedule timetables and other brochures for the Division of Transit Services bus system at the various Metrorail and MARC stations in Montgomery County. Distribution of Ride On bus schedule timetables and other brochures at Montgomery County Transit Center may occur in the future. The list of sites for delivery and distribution of timetables may be found on Attachment E of the Specifications/Scope of Work. The list of locations for delivery of and replenishing bus timetables and brochures is subject to change as Ride On continues to have new transit centers added throughout the County.

The Contractor must provide a comprehensive up-to-date system for distribution for new timetables and brochures and the removal/collection of outdated timetables and brochures at the sites in Montgomery County. The distribution/collection system provided by the Contractor must be planned in accordance with the needs of the Division of Transit Services and monitored to provide prompt delivery of timetables and other brochures from multiple outlets and to collect and recycle outdated timetables.

III. Scope of Services

The Contractor must deliver, replenish and clean the schedule rack holders in all Metrorail and MARC stations located in Montgomery County (currently 20 Metrorail/MARC stations) using the schedule below in the section entitled “Weekly Ride On Schedule Delivery Form” on Attachment E. There are currently 78 bus timetable schedules that are to be delivered to the various Metrorail and MARC Stations and as an option transit centers in Montgomery County on a weekday basis.

The Contractor must distribute timetables and brochures according to a fixed schedule to the sites listed on the Weekday Ride On Schedule Delivery Form or as needed (See Attachment E). The Contractor must provide monthly reporting for all distribution activities, as well as inventory control and audits, timetable collection reports, timetable destruction/recycle reports, and annual program reports. Should the County be closed for any reasons on a Schedule Delivery Date, the Contractor, shall complete that Scheduled Delivery Date’s delivery service on the work day following the Scheduled Delivery Date.

The Contractor must clean schedule rack holders on days that schedules are restocked at the various Metrorail and MARC stations. Cleaning supplies must be provided by the Contractor.

The Contractor must submit his/her bid based on the present workload with the understanding that the above scope of work provides current estimates of work load. It must be recognized that work load may rise or fall according to new service and routes implemented to serve the needs of Montgomery County. The Scope of Services shall include the following:

- a. **Distribution of bus timetables** – the Contractor must deliver on the days noted on the Weekly Ride On Schedule Delivery Form to the Metrorail and MARC stations listed, the bus timetable schedules that are assigned to the particular Metrorail and MARC stations and remove any outdated schedules. Any schedules removed are to be recycled. Also the timetable bus schedule rack holder should be cleaned with a household cleaner before restocking with bus timetables. The Contractor should report any bus timetable schedule rack holder that is in disrepair in order for the County to provide a replacement holder so the Contractor may replace at the appropriate Metrorail and MARC stations. The work week schedule and means of accepting and responding to inquires must be approved by the County. Each Metrorail and MARC station has a list of schedules that are applicable to that general area. The Contractor must fill each pocket (25-30 schedules or the amount needed) as listed on the Weekly Ride On Schedule Delivery Form (see Attachment E). In those cases, where the Metro or MARC station has fewer routes serving, the Contractor will restock multiple pockets of the schedules to ensure schedules will be available to the general public until the next scheduled delivery;
- b. **Meeting** – The Contractor shall meet with the County on a monthly and an as needed basis for contract monitoring and updates of distributing bus timetables.

- c. **Distribution of Brochures** – The Contractor must deliver on the days noted on the Weekly Ride On Schedule Delivery Form to Metrorail and MARC stations listed, the brochures that are assigned to the particular Metrorail and MARC stations and remove any outdated brochures. Any brochures removed are to be recycled. The brochures will be placed in the rack holders at the various Metrorail and MARC stations. The Contractor must fill 10 – 20 pockets or the amount needed as listed on the Weekly Ride On Schedule Delivery Form (see attachment E).
- d. **Inventory Reports/Requests** – The Contractor must conduct inventory for the purposes of determining schedule and brochure inventory needs by close of business every Monday and Thursday to ensure that a sufficient number of schedules and brochures are provided to meet requirements for distribution during the next business week. The contractor must submit all e-mail requests for inventory replenishment should be received to the County by 3:00 p.m. on Friday. The Inventory Management Form (Attachment F) must be e-mailed to Transit Services requesting schedules or brochures that are needed for the current inventory held by the Contractor (Attachment F). The County will attempt to respond to e-mail requests for timetable bus schedules or brochure replenishment within two business days. The County will call the Contractor when the timetable bus schedules or brochures are ready for pickup. The Contractor will have one business day to pick up the timetable bus schedules or brochures. The Contractor must load the boxes of timetable bus schedules and/or brochures at pick up. An inventory of Metrorail and MARC stations must consist of an on-site visit to each of the delivery locations and the recording of the number of schedules per route and brochures at each location. This inventory must be e-mailed to Transit Services with the Distribution List Request Form listing schedules and/or brochures needed to restock inventory and restock Metrorail and MARC stations.
- e. **Stocking timetable holders** – The Contractor shall place a minimum of 30 timetables (or the amount the holder can accommodate) of the same bus route in each of the timetable racks at the inventory check time. At those Metrorail or MARC stations that require few schedules, the Contractor will double up on the number of schedules placed in the pockets of the schedule holders at the Metro or MARC stations. If a schedule is not available at the time of inventory check, the Contractor must e-mail an Inventory request to the County by 3:00 pm Friday, as described above.
- f. **Office Facilities** – The Contractor must provide a work space storage area located in Montgomery County to house an average inventory of 60 to 100 boxes of schedules or brochures. Office facilities must have work space to accommodate a place to house and stock the schedules before delivery to Metrorail or MARC stations.
- g. **Monthly Reports** – The Contractor will submit monthly reports consisting of the completed Weekly Ride On Schedule Delivery Form showing the schedules that were placed at the Metrorail and MARC stations listed as well as indicating the cleaning of the bus timetable racks at the Metrorail and MARC station. Also, the Contractor should note on the form with an

“X” schedules that were not available to restock at the Metrorail or MARC station. The monthly reports should be mailed to the Transit Services Office with the monthly invoice.

- h. **Backup** – The bus timetable and brochure distribution is continuous and ongoing. The Contractor is fully responsible for meeting these regular and recurring requirements. The Contractor must submit a plan to provide backup to meet the program requirements in the event the Contractor becomes sick, disabled, takes vacation, etc.

IV. Contractor’s Qualifications

1. Contractor must have a minimum of one (1) year providing vocation training program for the developmentally disabled populations;
2. Contractor must have a minimum of one (1) year experience of Firm and individuals in the distribution/collection service.
3. The Contractor must have an understanding of specific County requirements as evidenced by the quality of delivery plan, submitted by the Contractor in response to this Request for Quotation.
4. The Contractor must have program staffing a minimum of one (1) year working with the developmentally mentally disabled vocational training work program.
5. The Contractor must have a minimum of one (1) year of similar or related experience in working and providing training with the developmentally disabled population.
6. The Contractor must have a Maryland DHMH Developmental Disabilities Administration License to Provide Adult Vocational Services.
7. The Contractor must have a Montgomery County DHHS Private Educational Institution License.
8. Any individual operating a vehicle must have a valid Maryland Driver’s License.

V. Contractor’s Responsibility

The Contractor must:

1. Provide weekday delivery of bus timetable schedules and brochures to Metrorail and MARC stations and/or Transit Centers in Montgomery County as described in this Request for Quotation and any contract resulting from this Request for Quotation.
2. Provide an adequate number of personnel sufficient to ensure delivery of bus timetable schedules and brochures to Metrorail and MARC stations in accordance with the schedules described in this Request for Quotation and any contract resulting from this Request for Quotation.
3. Provide a storage facility located in Montgomery County to house 60 to 100 boxes of schedules and brochures to be used for delivery to various Metrorail and MARC stations.
4. Provide monthly reports as required in accordance with this Request for Quotation and any contract resulting from this Request for Quotation.

VI. Reports

The Contractor must:

1. Weekly Ride On Schedule Delivery Forms; prepared daily and submitted weekly;
2. Ride On schedule Delivery Report; submitted monthly;
3. Any other operational reports that may be developed or required regarding distribution of schedules and brochures as described in this Request for Quotation and any contract resulting from this Request for Quotation.

VII. Delivery Sites

Listed Below are the Delivery Schedules

3 Days a Week

Shady Grove Station

Rockville Station

Silver Spring Station

2 Days a Week

Twinbrook Station

Friendship Heights Station

Wheaton Station

1 Day A Week

Takoma Park Station

White Flint Station

Bethesda Station

3 Days a Week

Glenmont Station

2 Days a Week

1 Day A Week

Grosvenor-Strathmore Station

Forest Glen Station

Medical Center

MARC Stations

1 Day A Week

- Germantown
- Metropolitan Grove
- Gaithersburg
- Washington Grove
- Kensington
- Silver Spring
- Rockville

Optional Sites (Outdoor Sites)

Listed below are sites that may be added to this Contract in the future by a contract amendment

Transit Centers

- Site 1: Germantown Transit Center
- Site 2: Lakeforest Transit Center
- Site 3: Traville Transit Center
- Site 4: Falls Grove Transit Center (Rockville Regional Transit Center)
- Site 5: Paul S Sarbanes (Silver Spring) Transit Center
- Site 6: Montgomery Mall
- Site 7: White Oak
- Site 8: Takoma Langley Crossroads

SECTION V - 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 Attachment A.

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

ANNUAL PRICE ADJUSTMENT (Labor Rate – Items 1 and 2 only)

The Labor Rates quoted are firm for a period of one year after execution of the Contract. Any request for a price adjustment, after this one year period, is subject to the following:

- ◆ Approval or rejection by the Director, Office of Procurement or designee.
- ◆ **Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor’s request.** A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor’s request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the “Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. **The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.**
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- ◆ Should be effective sixty (60) days from the date of receipt of the contractor’s request.
- ◆ Must be executed by written contract amendment.

CONTRACT ADMINISTRATOR

The Contract Administrator shall be responsible for:

- a. Inspecting all services provided and authorizing payment upon acceptance;
- 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 Beverly LeMasters, Montgomery County Department of Transportation , Division of Transit Services.

CONTRACT TERM

The term of the contract is for ONE (1) year from the date of signature by the Director, Office of Procurement. 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.

CONTRACTOR'S FACILITY REQUIREMENT

The Contractor's facility to hold the maps and timetables **must** be located within Montgomery County, Maryland. If a bidder's storage facility is located outside of the County, then the bid will be ruled non-responsive.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivering of services by any act or neglect of any separate contractor employed by the County, or by any changes ordered in the delivery of scope of services, 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.

DEPARTMENTS AUTHORIZED TO USE CONTRACT

The primary user of this Contract will be the Montgomery County Department of Transportation. All other users of this Contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement, which must be in the form of a purchase order.

FAILURE TO PERFORM/DELIVER

In the event of the 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/goods 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, or any other Contract with the County.

LICENSE REQUIREMENTS

Prior to the contract award, the recommended awardee **must** be licensed in the State of Maryland as a provider of vocational training programs for individual with developmental disabilities, and by the County as a private educational institution; Bidders must maintain an office in Montgomery County to be eligible for an award under this solicitation.

INVOICES

All true and corrected invoices are to be sent to:
Montgomery County Department of Transportation
Attn: Beverly LeMasters
101 Monroe Street, 5th Floor
Rockville, MD 20850
240-777-5880

METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) 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 as provided by the Montgomery County Code.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Request For Quotation and any contract awarded pursuant to this Request for Quotation.

PRICES

Prices are net, inclusive of all charges for transportation, FOB Destination, Inside Delivery, Freight Prepaid and Allowed, tested and ready for immediate use, warranty, and ALL other charges necessary for performance of work as outlined herein. Prices are less Federal, State, and Local taxes.

PROTECTION OF EXISTING FACILITIES

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

QUANTITIES

Is it estimated that yearly expenditures under this contract will approximate the quantities listed in the Quotation Sheet. Under the terms of the Request for Quote, however, the resultant contract shall be considered a "requirements type" contract only. No guarantee of purchase of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

SITE INSPECTIONS

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in this Request for Quotes. Site inspections may be arranged by contacting Beverly LeMaster at 240-777-5880.

END OF SPECIAL TERMS AND CONDITIONS

ATTACHMENT A

MANTADORY INSURANCE REQUIREMENTS

Distribute Ride-On Bus Timetable Schedules for Transit Services Bus System at Various Metrorail, MARC Stations and Transit Centers in the County by an Entity Providing Vocational Rehabilitation Programs to Developmental Disabled Persons

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct 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 and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, 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

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 included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

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
DPWT / Transit Services / Ken Sloate
101 Monroe Street, 5th Floor
Rockville, Maryland 20850

ATTACHMENT B
MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor
PMMD-91 Revised 09/15

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR

PERFORMANCE PLAN

Contractor's
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

Director
Cherri Branson
Office of Procurement

Director
Cherri Branson
Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Attachment C

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.

- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page:
<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.
- L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or
WRL@montgomerycountymd.gov .

[Remainder of Page Intentionally Left Blank]

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

In the event that you, the “Offeror,” are awarded the contract and become a Contractor, YOU MUST MARK or in ALL BOXES BELOW that apply.

A. Wage Requirements Compliance

This Contractor, as a “covered employer”, will comply with the requirements under County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or WRL”). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below. (<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, “Wage Requirements,” because it is:

1. Reserved – [Intentionally left blank].
2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
3. a public entity. Section 11B-33A (b)(2).
4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).

- 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

- C. Nonprofit Wage & Health Information
 This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

- D. Nonprofit's Comparison Price(s) (if desired)
 This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

- E. Sole Proprietorship
 Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:
 - (1) is aware of, and will comply with, the WRL, as applicable;
 - (2) has no employees other than the sole proprietor; and
 - (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

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DATE 12/19/08

CAO APPROVAL
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TITLE

Disability Employment Training Services/Contracting

PURPOSE

- 1.0 To establish policies and procedures designed to permit training contracts with agencies engaged in providing employment training services to people with disabilities.

DEFINITIONS

- 2.0 **AGENCY** - Any entity which is: 1) qualified to provide services to promote the interests of people with disabilities; and 2) licensed or certified by the appropriate Maryland State Government Agency which governs the services and activities for clientele served, and 3) certified by the Wage and Hour Division of the United States Department of Labor as appropriate.
- 2.1 **DISABILITY** - As defined in the Americans with Disabilities Act of 1990, means with respect to an individual: 1) a physical or mental impairment that substantially limits one or more major life activities of such individual; 2) a record of such an impairment; or 3) being regarded as having such an impairment. This includes people with physical, developmental, psychiatric or sensory disabilities.

POLICY

- 3.0 All activities for which a contract is solicited through the solicitation process provisions of the Procurement Regulations and are identified as approved designated disability employment training opportunities are subject to this administrative procedure.
- 3.1 The approval of this administrative procedure does not impact any on-going departmental negotiations with, or any existing contracts with employment training organizations that serve people with disabilities. Departments are urged to continue to pursue any existing opportunities for disability employment training opportunities.
- 3.2 The Chief Administrative Officer may grant an exception to any provision of this procedure.
- 3.3 Sole source/non-competitive and emergency purchases are exempt from this administrative procedure.

GENERAL

- 4.0 The Director, Department of Health and Human Services, is designated to provide consultation to departments on the services that might be appropriate to contract out and in the selection process.
- 4.1 If the type of solicitation issued is a Request for Proposals (RFPs) to solicit an agency to provide services, it must include, at a minimum, the following two evaluation criteria:



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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TITLE

Disability Employment Training Services/Contracting

- A. Description of product and/or service provided by the agency, which meets requirements in the RFP; and
- B. Price proposed by the agency. (Points allocated to price may not exceed the points allocated to any other individual selection criteria).

4.2 The Director, Department of General Services (DDGS) may execute a contract for services with agencies in conformance with this administrative procedure, or as a result of an exception to this procedure that is approved by the CAO.

4.3 Nothing in this administrative procedure prohibits an agency from being awarded a contract as a result of the normal competitive procurement process.

RESPONSIBILITIES

5.0 Chief Administrative Officer or Designee

Approve exceptions to this administrative procedure for designated activities.

5.1 Director or designee, Department of General Services (DDGS)

- A. Transmit responses received in response to the solicitation to County departments for evaluation.
- B. Execute the contract when there is agreement on the award between the County department and the DDGS.

5.2 Departments

- A. Each fiscal year, review service needs and identify ones that can be designated under this procedure.
- B. Prepare and develop specifications or scope of work on the solicitation for designated training opportunities in coordination with the Department of Health and Human Services as needed and transmit the solicitation to DDGS for approval.
- C. If the type of solicitation issued is a RFP, establish a Qualification and Selection Committee that may include the Department of Health and Human Services to evaluate proposals.
- D. Transmit recommendations for award of contract(s) to the DDGS.
- E. Negotiate and award contracts with selected agency in accordance with the County Procurement Regulations.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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NO. 1-10

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DATE 12/19/68

CAO APPROVAL

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TITLE

Disability Employment Training Services/Contracting

PROCEDURES

Implementation of Disability Employment Training Contracts

6.0 Department Prepare the necessary solicitation in compliance with the Procurement Regulations and develop specifications/scope for the goods and/or services to be acquired under the solicitation with the assistance of the Department of Health and Human Services and/or or the Office of Human Resources (OHR) as necessary.

If the type of solicitation issued is a RFP, establish a Qualification and Selection Committee, which includes a representative from the Department of Health and Human Services, if needed. Transmit the RFP to the Director or designee, Department of General Services (DDGS) for approval.

Develop the appropriate training components of the solicitation, as applicable, with the assistance of the Department of Health and Human Services. If the type of solicitation issued is a RFP, the selection criteria must contain, at a minimum, the criteria set forth in Paragraph 4.1 of this administrative procedure.

6.1 Director or Designee, Department of General Services After requirements have been satisfied, disseminate the solicitation consistent with the Procurement Regulations.

6.2 Department Conduct, if necessary, a pre-submission conference with the assistance of the Department of Health and Human Services, if applicable, to respond to questions and provide any necessary amendments and/or clarifications to the solicitation to agencies.

6.3 Director or Designee, Department of General Services After the date and time to submit responses, transmit the responses to the appropriate County department for evaluation according to the solicitation and the provisions of the Procurement Regulations.

6.4 Department Make recommendations to award a contract to the DDGS.

Negotiate and execute contract upon approval.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-10

PAGE 4 OF 4

DATE 12/19/88

CAO APPROVAL

FR

TITLE

Disability Employment Training Services/Contracting

6.5 Director or Designee,
Department of General Services

Execute the contract.

NOTE: Disability employment training contracts awarded under the provisions of this procedure may be executed with a maximum term of five years, subject to renewals based on performance and/or funding availability, and in the County's best interests.

DEPARTMENTS AFFECTED

7.0 All County Departments

Weekly Ride On Delivery Schedule - Down County

Place "X" if out of schedules and cannot restock that route--Please initial and date each delivery

STAFF:

	1	2	3	4	5	8	9	11	12	13	14	15	16	17	18	19	20	21	22	28	
SILVER SPRING																					
Monday																					
Wednesday																					
Friday																					
Rack cleaned																					
GLENMONT	10	26	31	33	39	41	49	51	53												
Monday																					
Wednesday																					
Friday																					
Rack cleaned																					
TAKOMA PARK	3	12	13	14	16	18	24	25													
Monday																					
Rack cleaned																					
BETHESDA	29	30	32	34	36	47	70														
Tuesday																					
Rack cleaned																					
FRIENDSHIP HTS	1	11	23	29	34																
Tuesday																					
Thursday																					
Rack cleaned																					
MEDICAL CENTER	30	33	34	46	70																
Thursday																					
Rack cleaned																					

Weekly Ride On Delivery Schedule- Schedule A MidCounty

Place "X" if out of schedules and cannot restock that route--Please initial and date each delivery

STAFF:

	5	10	26	44	45	46	93		
TWINBROOK									
Tuesday									
Friday									
Rack cleaned									
WHITE FLINT	5	26	38	42	46	81			
Tuesday									
Rack cleaned									
GROSVENOR	6	37	46	96					
Tuesday									
Rack cleaned									
WHEATON	7	8	9	31	33	34	37	38	42
Tuesday									
Thursday									
Rack cleaned									
FOREST GLEN	7	8							
Thursday									
Rack cleaned									

WEEKLY RIDE ON SCHEDULE DELIVERY FORM – SCHEDULE A
UPCOUNTY

SHADY GROVE

<u>Schedules</u>	43	46	53	55	57	58	59	60	61	63	64	65	66	67	71	74	75	76	78	79	83	90	97	98	100	
MONDAY																										
WEDNESDAY																										
FRIDAY																										
<u>Rack cleaned</u>																										
MONDAY																										
WEDNESDAY																										
FRIDAY																										

ROCKVILLE

<u>Schedules</u>	44	45	46	47	48	49	52	54	55	56	59	63	81
MONDAY													
WEDNESDAY													
FRIDAY													
<u>Rack cleaned</u>													
MONDAY													

Route	Need	Distr	Tot Dist 2015	Left	Date
1		18	1135	830	09/20/15
1,11		15	1169	3071	10/20/13
2		0	430	599	10/20/13
3		30	550	540	*No Date
4		0	485	604	10/20/13
5		120	850	1130	09/20/15
6		30	263	170	10/20/13
7		40	614	784	09/05/10
8		68	1331	768	09/20/15
9		44	1278	2012	09/20/15
10		30	1184	780	09/20/15
11		8	775	1228	10/20/13
12		0	623	170	10/23/11
13		30	722	690	10/23/11
14		30	541	1140	09/20/15
15		0	438	870	09/20/15
16		0	820	1200	09/20/15
17		0	235	2375	10/20/13
18		30	843	237	09/09/12
19		0	275	1170	09/20/15

Route	Need	Distr	2015	Left	Date
20		0	505	1370	09/20/15
21		0	270	2210	09/09/12
22		0	450	1170	09/20/15
23		28	970	3184	09/05/10
24		30	295	1905	10/20/13
25		30	450	1598	09/07/14
26		60	1805	2010	09/20/15
28		0	365	4290	*No Date
29		40	1446	1348	09/05/10
30		14	509	186	10/23/11
31		13	902	203	09/05/10
32		9	397	2256	09/05/10
33		0	1354	279	01/13/13
34		0	1446	235	01/13/13
36		10	681	296	09/05/10
37		44	1030	207	09/09/12
38		79	1837	14115	06/09/13
39		0	761	742	09/05/10

Route	Need	Distr	2015	Left	Date
41		30	172	180	9/9/2012
42		60	669	910	10/20/2013
43		90	2416	135	9/7/2014
44		35	948	135	1/31/2010
45	X	60	1880	10	5/5/2013
46		60	1127	940	10/20/2013
47	x	60	1684	96	1/13/2013
48		80	3411	860	6/15/2012
49		60	1136	293	7/1/2014
51		0	457	165	1/13/2013
52		43	995	2134	1/13/2013
53		45	1989	345	1/13/2013
54		90	2648	214	5/1/2011
55		180	2956	5940	9/20/2015
56		90	2640	1241	9/20/2015
57		90	1611	520	9/20/2015
58		90	2226	720	9/20/2015
59		180	1650	3157	9/20/2015
94	x	60	1437	20	1/13/2014

Route	Need	Distr	2015	Left	Date
60		77	1226	1047	09/20/15
61		60	3081	260	09/07/14
63		46	2536	1277	05/01/11
64		90	1602	720	09/20/15
65		38	1230	445	1/1/2006 reprint 7/1/2009
66		38	1122	983	01/11/15
67		30	1159	238	05/01/11
70		19	773	1175	09/20/15
71		32	1240	343	01/13/13
74		90	2323	138	01/11/15
75		41	712	158	04/05/09
76	x	73	1893	73	01/13/13
78	x	44	1109	91	01/13/13
79		37	1243	166	01/13/13
81		84	1170	628	10/20/13
83		36	1252	208	09/05/10
90		90	1810	545	09/07/14
93		30	458	321	09/05/10
96		30	763	200	10/20/13
97	X	0	1041	28	09/05/10
98		65	1490	777	09/20/15
100	x	0	1209	120	10/20/13

Total	493	Total	357	Total	1403	total	1050
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Number of Routes Needed:

7

Schedules Distributed:

3303

Data for the Week of:

10/5-10/9

Date of Submission:

Vendor Contact:

Comments: All the numbers include all schedules that were pick up on 10/09/15.

Key:

green = distributed between 50 and 75 schedules this week

yellow = distributed over 75 schedules this week

red = have less than 100 schedules left