



DEPARTMENT OF POLICE

Marc Elrich  
*County Executive*

Marcus G. Jones  
*Chief of Police*

**INFORMAL SOLICITATION #1157267  
REQUEST FOR QUOTATION (RFQ)**

**For**

**TRANSCRIPTION SERVICES**

**ISSUE DATE:** May 24, 2023, 2:00PM, EST

**BID SUBMISSION DEADLINE:** June 2, 2023, 2:00PM, EST

Submission Requirement: To be considered for an award, offerors must complete and sign the Acknowledgment Sheet (page 3), Attachments A, B, C and required forms from Attachment D.

The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS) at: [www.mcipcc.net](http://www.mcipcc.net) .

Montgomery County, through its Department of Police is soliciting bids for Transcription Services.

Request for quotation must be returned via email no later than the date and time listed above to: [monique.tompkins@montgomerycountymd.gov](mailto:monique.tompkins@montgomerycountymd.gov) .

If a contractor is not interested in submitting a bid at this time, the contractor should write/type "NO BID" on it and return it via the email address they received the bid from.

Questions regarding the specifications in this solicitation should be directed to Captain Monique Tompkins at (240) 773-6003 or via email at: [monique.tompkins@montgomerycountymd.gov](mailto:monique.tompkins@montgomerycountymd.gov).

Questions regarding procurement information contained in this solicitation, please contact Andrea Hennessy-Welcome, CPPB, NIGP-CPP at (240) 773-5241 or via email at: [andrea.hennessy-welcome@montgomerycountymd.gov](mailto:andrea.hennessy-welcome@montgomerycountymd.gov) .

This Solicitation will result in one Contract.

The County reserves the right to cancel this Solicitation at any time.

The following pages contain the terms, conditions, and specifications for this RFQ.

**\*Note: All submitted quotations must reference the Quotation Number and Title above and be signed by an authorized representative of the responding business.**

**An Informal Solicitation is issued in Montgomery County for goods or services whose value is expected not to exceed \$99,999.99 for the life of the resulting contract/s (initial term, plus any renewal terms exercised by the County) and for all contracts awarded as a result of this Informal.**

**Montgomery County, Maryland  
Acknowledgment Page**

**1. ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County’s option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

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

Business Firm’s Legal Name  
(printed): \_\_\_\_\_

Printed Name and Title of  
Person Authorized to Sign Bid: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**2. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS**

The correct and full legal business name of the offeror must be used in bids 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 bid, 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.

**3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

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

Amendment Number

Date

Amendment Number	Date

## **SECTION I – SCOPE OF SERVICES**

### **Background/Intent:**

The intent of this Request for Quote is to solicit bids for the procurement of **Transcription Services** for Montgomery County, Maryland Department of Police, Supply, as per the terms, conditions, scope of services, and Quotation Sheet contained herein.

**The County reserves the right to cancel this Solicitation at any time.**

### **A. Scope of Services/Specifications**

1. The Contractor must provide the County, on an as needed basis and as requested by the County's Contract Administrator or designee, transcription services.
2. The Contractor must submit all transcriptions as follows:
  - Typed in black ink, formatted to "fit" on 8 ½" x 11" size paper
  - Type size must be Times New Roman, font 12 point.
  - Single sided, space and a half for each line
  - Title or cover page of the transcripts must set forth the title and number(s) of the proceedings, the date and place of the proceeding and the name of the transcription service
  - Include names of all parties identified as being a part of the process
  - All pages of the transcript must be numbered consecutively
  - Must be able to be provided by e-mail or other electronic transmission through a secure server
  - Line Numbers: each page of the transcription must bear numbers indicating the line of the transcription on the page
  - The left-hand margin of the transcribed reported material must not exceed 1.5" and a maximum right-hand margin 3/8"
3. The Contractor must turn around all transcription deliverables within the designated time frames. When a transcript is designated "same day", "next day", or "three days", such a designation indicates that the County requires delivery of the transcript within the time prescribed. The only exceptions to these time requirements are in association with foreign language transcription. Foreign language (language(s) other than English) transcriptions shall normally be returned within 5-7 days from receipt of the complete audio ad order.
4. The Contractor must transcribe everything spoke on the audio file with 98% accuracy. Where a correction in the transcript is requested by the County designee or using department, the Contractor must make all corrections necessary for a complete, correct verbatim transcript. Where there is any question of speaker or actual words spoken, the written transcript must be compared to the audio recording.
5. The Contractor must provide to the County corrected copies within seven (7) calendar days from notification of the deficiency, at no additional charge to the County.

### **B. Contractor Qualifications**

Proposed contractors must have the following qualifications and proof of qualifications must be submitted with the bid:

1. The Contractor must provide highly trained and experienced transcription personnel and materials necessary to transcribe and furnish completed documents. All Contractor personnel providing services under this Contract are required to pass a criminal background check and provide completed reports documenting background check results.

2. The Contractor must perform in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, adhering to accepted rules of spelling and punctuation, will result in a demand for corrected reproduction of the transcript, at no additional expense to the County.
3. The Contractor must adhere to transcription turnaround times, depending upon the needs of the County and maintain as many highly skilled transcriptionists as necessary to promptly complete and furnish the finalized product.
4. The Contractor must have humans answering calls, not “BOTS” or other equivalent AI-Artificial Intelligence.

## **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. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

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 County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

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.

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.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

### **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. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

### **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)

Over	<u>Up to 50</u> <u>1,000</u>	<u>Up to 100</u>	<u>Up to 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
Commercial General Liability	300	500	1,000
See			
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	Attachment		
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*	250	500	1,000
See			
for errors, omissions			
Attachment			
and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000			

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

\*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>1,000</u>	<u>Up to 100</u>	<u>Up to 1,000</u>
Commercial General See Liability minimum Attachment 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

Certificate Holder  
 Montgomery County Maryland (Contract #)  
 Office of Procurement  
 27 Courthouse Square, Ste 330  
 Rockville, Maryland 20850

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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. INFORMATION SECURITY

### A. 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).

### B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

## 24. 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.

## 25. 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.

## 26. 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, late fees, or shipping fees that are not provided for in the contract. 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.

## 27. 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.

## 28. 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.

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.**

## SECTION III – SUBMISSIONS

### **Bid Submission**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED BID SUBMISSIONS MAY RENDER YOUR BID UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Responses to this Solicitation received after the date and time specified are considered late and may not, under any circumstances, be considered for any award resulting from this Solicitation.

The bid must include the following elements:

- **Cover Page:** The cover page should contain the Solicitation number, title, the Offeror's name and the submission date in addition to:
  - The name, title, contact information and signature of the individual submitting the bid.
  - Statement that, if selected, the Offeror will negotiate in good faith with the County. Proof of registration in the on-line Central Vendor Registration System (CVRS) [www.mcipcc.net](http://www.mcipcc.net)
  - Vendor Registration Number:** \_\_\_\_\_ must be submitted with the bid.
  - If available at time of bid submission, please include Maryland Dept of Assessments and Taxation (SDAT) 'good standing' status document. *Please note that a contract may not be executed until a 'good standing' status is provided to the County.***
- The cover page must also include a **statement that the Bid is valid for a minimum of 120 days** from the date of submission.
- The offeror must include the signed Acknowledgment (**Page 2**) indicating agreement with all the provisions, terms and conditions of this solicitation.
- **Signed and Dated Quotation Bid Sheet (Attachment A)** with all elements required
- **Statement of Qualifications:**
  - Background Information: A detailed description of the Offeror's ability and capacity to provide the goods and services described in this Solicitation.
  - References: Provide the names, phone numbers and email addresses of at least three references who are able to verify the Offeror's expertise in performing the services described in this Solicitation, especially relative to local and/or County public safety agencies (**Attachment B**).
- ALL OTHER ATTACHMENTS AND ADDENDUMS INCLUDED IN THIS SOLICITATION, INCLUDING ANY AMENDMENTS IF ISSUED.

## SECTION IV - METHOD OF AWARD

### 1. Procedures

Upon receipt of bids, the Department will review and evaluate all bids. The Department will also review an offeror for responsibility.

The Department will make its award recommendation of the lowest bid.

The Using Department Head will review and forward the Department recommendations with concurrence, objection, or amendment to the Director, Office of Procurement.

The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.

## SECTION V - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

### ACCEPTANCE TIME

By submission of a bid under this solicitation, the offeror/s agrees that the County has 180 days after the due date to accept the bid. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's bid may be extended.

#### DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror 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 contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror 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 an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

- 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 that may be considered in connection with a determination of responsibility include, but are not limited to:
- The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction ("work") required.
- The ability of the offeror to perform the contract or provide the work within the time specified without the delay, interruption or interference.
- The integrity, reputation and experience of the offeror and its key personnel.
- The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
- The offeror's previous and existing compliance with laws and ordinances relating to the contract or work.
- The certification of an appropriate accounting system, if required by the contract type.
- Past debarment or suspension by the County or other governmental entity.

#### JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC);  
Montgomery College (MC);  
Montgomery County Public Schools (MCPS);  
Montgomery County Revenue Authority;  
Montgomery County Housing Opportunities Commission (HOC);  
Washington Suburban Sanitary Commission (WSSC); and  
Municipalities & Special Tax Districts in Montgomery County.

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by

the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations.

#### LATE BIDS

Bids in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.

#### MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

#### PAYMENT TERMS

The County's payment terms are net thirty (30) days. 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.

#### QUALIFICATION OF BIDDERS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed or are regularly engaged in performing the services for which they are submitted a bid, and that they maintain a regularly established place of business.

An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract.

Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

#### 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 Attachment D for links to Program Forms).

#### 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 Using Department (in this case, TEBS) will be considered as being binding on the County.



AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interest of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the Bidder unable to perform the requirements of the contract that will be issued as a result of 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 quotation if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice. The County is permitted to pay for goods provided under the resulting 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 by the County) 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 the resulting contract, the 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 SUA method of payment.

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.

**(Remainder of Page Intentionally Left Blank)**

**ATTACHMENT A  
QUOTATION SHEET**

<b>ENGLISH TRANSCRIPTION</b>	<b>PER MINUTE</b>	<b>PER PAGE</b>	<b>PER LINE</b>	<b>PER WORD</b>
<b>Interviews (Multiple Speakers)</b>				
Five (5) Business Days	\$	\$	\$	\$
Three (3) Business Days	\$	\$	\$	\$
Next Business Day	\$	\$	\$	\$
Same Day	\$	\$	\$	\$
<b>Dictation (Single Speaker)</b>				
Standard (within 24 hours)	\$	\$	\$	\$
ASAP (within 12 hours)	\$	\$	\$	\$
STAT (within 3 – 6 hours)	\$	\$	\$	\$

**SPANISH TRANSCRIPTION & TRANSLATION SERVICES**

**PRICING**

#	<i>From Digital Audio spoken in Spanish</i>	
1-	Direct to English Translation	\$ /min
2-	Spanish Transcription	\$ /min
3-	Spanish Translation	\$ /min

**VALUE ADDED SERVICES**

**PRICING**

#	<i>Audio/Video Processing (Mail-In Requests)</i>	
4-	Data CD .wav, mp3, wma, etc.	\$
5-	Standard Audio Conversion – Cassette/Micro Cassette Tapes	\$
6-	Audio CDs – Standard Format DVD Ripping, Non-Standard Audio Conversion, Special Player Required	\$
7-	Real Time Video Conversion VHS, Special Format DVD, divx, etc.	\$
	<i>Other Services</i>	
8-	Editing Audio Per Customer Request	\$
9-	Hardcopy of Transcript (UPS Next Day)	\$
10-	Transcript Burned to CD (UPS Next Day)	\$
11-	Faxed Hardcopy (domestic calls only)	\$
12-	Cancellation Fee	\$
13-	Return Shipping (UPS Next Day)	\$
14-	Custom Template/Formatting	\$
15-	Other	\$
16-	Other	\$
17-	Other	\$
18-	Other	%
	TOTAL	\$

**PLEASE NOTE: Bidder must bid lines 1 through 14.**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Normal operating hour –Weekdays: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

RFQ# 1157267	<p align="center"><b>ATTACHMENT A (PAGE 3)</b></p> <p align="center"><b>MONTGOMERY COUNTY, MARYLAND</b></p> <p align="center"><b>TRANSCRIPTION SERVICES</b></p>	<p><b>RETURN BID TO:</b></p> <p><b>Monique.Tompkins@montgomerycountymd.gov</b>  <b>100 Edison Park Drive, Gaithersburg, Maryland 20878</b></p>
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THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF ANY AWARD:

In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The General Conditions of Contract Between County and Contractor shown in this Solicitation.
2. The "Instructions, Conditions, and Notices" shown in Section I of this solicitation.
3. The Special Terms and Conditions.
4. The Specifications shown in this Request.
5. All solicitation amendments.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet.

<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><b>CHECK APPROPRIATE PAYMENT PROVISION:</b>  Discount for prompt payment _____% -30 calendar days.  Other: _____% _____ calendar days, Net ___ calendar days</p>	<p><b>NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS</b></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) should 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 AND FULL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	EMAIL ADDRESS.:
REMITTANCE ADDRESS: (If remittance Address is Different from Above Address)	FAX NO.:
CONTACT PERSON:	WEBSITE:

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

## **SECTION VI – SPECIAL TERMS AND CONDITIONS**

### **CONTRACT ADMINISTRATOR**

#### Authority

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6A.

#### Contract Administrator

The Contract Administrator for any contract resulting from this solicitation is: Captain Monique Tompkins, telephone (240) 773-6003.

### **CONTRACT TERM**

The effective date of the Contract resulting from this Solicitation begins upon signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract for two (2) additional one-year terms if the Director determines that renewal is in the best interest of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract.

### **DELAYS AND EXTENSION OF TIME**

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

### **CORRECTION OF WORK AFTER FINAL PAYMENT**

The Contractor must remedy any defects due to faulty material. The County shall give notice of

### **FAILURE TO PERFORM/DELIVER**

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

### **COMPENSATION**

The contractor will be paid on a monthly basis within 30 days after the County's receipt and acceptance of an invoice submitted by the contractor in a form approved by the County.

### **INVOICES**

All true and correct invoices are due monthly, within thirty (30) days of the end of each month to: [POL.Finance@montgomerycountymd.gov](mailto:POL.Finance@montgomerycountymd.gov). Invoices must include the Contractor's name, address, contract number, purchase order number and a detailed listing of work produced during the month.

## **METHOD OF ORDERING**

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

## **PRICES**

Prices are to be quoted for each line item and unit of measure on the quote sheet, inclusive of all charges for delivery as specified herein.

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

## **ANNUAL PRICE ADJUSTMENT**

Prices 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-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.**
- ◆ 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.

## **END OF SPECIAL TERMS AND CONDITIONS**

**ATTACHMENT B**

**REFERENCES**  
(Submit at least three)

You are requested to provide references to the County with your bid. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

1. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **ATTACHMENT C - MANDATORY INSURANCE REQUIREMENT – Transcription Services**

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors, if applicable, 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. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

#### Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000), per occurrence**, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

#### Professional Liability \ Errors and Omissions Liability (due to translation services)

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

**Each Claim                      \$1,000,000**

*In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.*

#### Worker's 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 an endorsement to Contractor's commercial general, and contractor's excess/umbrella insurance policies, 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 of the contractor.

#### 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, MD  
Montgomery County Police Department \ Andrea Hennessy-Welcome, CPPB, NIGP-CPP  
100 Edison Park Dr., 3<sup>rd</sup> Floor  
Gaithersburg, MD 20878



**ATTACHMENT D**  
**Web-Links for Documents and Forms**

1. Central Vendor Registration System ([www.mcipcc.net](http://www.mcipcc.net)).
2. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/pro/help.html>).
3. MD-SDAT (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. General Conditions of Contract Between County and Contractor:  
[www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf)
5. Minority Business Program & Offeror's Representation  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)).
6. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf))  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf))
7. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)).
8. Wage Requirements for Services Contract Addendum to Terms and Conditions  
<https://mcgov.sharepoint.com/:w:/r/pro/Documents/PMMD-177.docx?d=w38a0c43f03ef4dda93a29a5f2dae66f5&csf=1&web=1>
9. Wage Requirements Law Payroll Report Form  
<https://mcgov.sharepoint.com/pro/Documents/PMMD-183.pdf>