

#### 4.3.5. Tie Scoring

4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: <https://www.montgomerycountymd.gov/pro/help.html>.

#### 4.3.6. Verbal Explanations

4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

#### 4.3.7. Health Insurance Preference NOT APPLICABLE

~~4.3.7.1. Only a proposal from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the date and time of proposal submission will received a % evaluation factor that will be utilized to recalculate an Offeror's QSC written or interview score(s) for the Method of Award process, in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: <https://www.montgomerycountymd.gov/PRO/vendor-resources/laws-regulations.html>.~~

#### 4.3.8. Local Business Preference

**4.3.8.1.** Only an Offeror who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive an evaluation factor worth 10% of the total points under an RFP, in accordance with Executive Regulations 13-20. Also, refer to: <https://www.montgomerycountymd.gov/PRO/DBRC/local-business-preference.html>.

### 5. SECTION B - SCOPE OF SERVICES:

#### 5.1. **BACKGROUND**

5.1.1. Food waste, also referred to as food scraps management, remains an innovative waste management technique in Montgomery County, Maryland, and the DC metro area. To meet its waste reduction and recycling goals and capture the estimated 47,500 tons of food scraps that are disposed annually by single-family residents in Montgomery County, DEP began a single-family residential curbside food scraps recycling and composting pilot program in FY22 and expanded this pilot program in FY23.

#### 5.2. **INTENT**

**5.2.1.** It is the intent of Montgomery County, Maryland (“the County”) to obtain services for collection and transportation of food scraps and organic waste. **It is the County’s intent to award one contract as a result of this solicitation.**

#### 5.3. **SCOPE OF SERVICES/ WORK STATEMENT**

5.3.1. The County requires weekly food scraps collection from three routes of as many as 850 single-family households each (for a maximum total of 2,550 households). Currently, there are approximately 1,500 households enrolled in the program. The contractor must be prepared to commence collection service to all 1,500 households currently enrolled in the program at the agreed upon collection start date and be able to increase collection service to the maximum 2,550 households as new households are recruited for participation in the pilot.

- 5.3.2. **Proposals must include a cost per-household fee.** The Contractor will only be compensated for the actual number of households that are provided service, up to the maximum 2,550 households.
- 5.3.3. Work under this Contract will be authorized under one or more Blanket Purchase Orders (BPO). The Contract Administrator or designee will assign the work to the Contractor, and will also provide verbal and/or written direction to the Contractor.
- 5.3.4. The three pilot areas are in Bethesda/Rockville (within Recycling Service Sub Area 1), Potomac (within Recycling Service Sub Area 9), and Silver Spring (within Recycling Service Sub Area 4). The designated Bethesda/Rockville area food scraps recycling collection must take place weekly on Mondays. The designated Potomac area food scraps recycling collection must take place weekly on Tuesdays. The designated Silver Spring area food scraps recycling collection must take place weekly on Thursdays. These food scraps collection days align with the weekly recycling collection services provided to households in each of the pilot areas.
- 5.3.5. The Contractor must collect food scraps from program participants in each pilot area in a single day and deliver the food scraps to Prince George’s County Organics Composting Facility, 6550 Maude Savoy Brown Road, Upper Marlboro, Maryland, 20772, or other locations if required in the future by the County, for processing at the end of each collection day. Collection routes must be completed on schedule to allow the collection truck ample time to reach the Prince George’s County Organics Composting Facility before it closes at 3:30 pm. **The Contractor must immediately notify the Contract Administrator of any issue that impacts the Contractor’s ability to adhere to these requirements.** Any deviation from these requirements must be agreed to and approved by the Contract Administrator prior to any actions. The County will reimburse the Contractor for tip fees for the food scraps collected and delivered to the processing facility.
- 5.3.6. The Contract is a “requirements-type” agreement only. **The price quoted for the unit costs must include all necessary costs required to perform the Work specified herein.** The unit costs must represent the total cost (materials, labor, equipment, mobilization, insurance, overhead, profit, employee benefits, etc.) and are the only bases on which payment will be made.
- 5.3.7. RRMD will work with the Contractor to develop and plot the collection routes for each Area. RRMD will provide:
- 5.3.7.1. The address list of participating households.
  - 5.3.7.2. Instructions on which containers to collect.
  - 5.3.7.3. The list of acceptable materials.
  - 5.3.7.4. Instruction on how to identify contamination issues.
  - 5.3.7.5. Instruction on the appropriate approach to dealing with contaminated containers.
- 5.3.8. The Contractor must make weekly deliveries of curbside wheeled collection carts (35-gallon or other, smaller capacity cart, per the County’s sole discretion) to new participants. The wheeled carts will be provided to the contractor by RRMD fully assembled, labeled, with a starter kit for each participant inside the cart, and the lid locked. The Contractor must pick up the wheeled carts for distribution at the Oaks Sanitary Landfill, 6001 Olney-Laytonsville Road, Laytonsville, Maryland 20882. The Contractor must designate a weekly cart delivery day. At the end of each work week, RRMD will provide to the contractor the list of new participant registrations. The Contractor must deliver curbside wheeled collection carts to these new participants the following week on the weekly designated delivery day.

- 5.3.9. On the three designated collection days, the Contractor must provide a collection vehicle (or vehicles) exclusively dedicated to the collection of Montgomery County's Single-Family Residential Food Scraps Recycling Pilot Program. The vehicle must collect only food scraps from the Pilot Program participants on the designated collection days. On the three designated single-family food scraps recycling pilot collection days, the dedicated collection vehicle must not collect food scraps from any other party or source outside of the Pilot Program area, or any other materials, such as yard trim or other recyclables.
- 5.3.10. The Contractor's Collection vehicle(s) must be equipped with the following features:
- 5.3.10.1. A fully enclosed compacting body mounted on the truck chassis.
  - 5.3.10.2. A cart lifter for unloading the food scraps wheeled recycling carts that will be provided by RRMD and delivered by the Contractor to pilot participants.
  - 5.3.10.3. A method for completely capturing and containing liquids emanating from the food waste.
  - 5.3.10.4. A minimum vehicle capacity of 8 cubic yards.
  - 5.3.10.5. All MDOT required safety decals/placards.
  - 5.3.10.6. All proposed equipment is subject to DEP inspection and approval prior to use for the single-family food scraps recycling pilot program.
- 5.3.11. On the three designated collection days, the Contractor's collection vehicle(s) must display signage to identify the collection vehicle(s) as part of the County's Single-Family Residential Food Scraps Recycling Pilot Program. This signage must be removed if the collection vehicle(s) are used for any other purposes on the non-designated single-family food scraps recycling pilot collection days. RRMD will design and provide truck signage or magnets. The Contractor must regularly wash the truck(s) used for collecting food scraps after the food scraps are tipped at the Prince George's County Organics Composting Facility and maintain them to be clean to the greatest extent possible.
- 5.3.12. The Contractor must perform an initial visual inspection of the food scraps recycling cart contents prior to emptying the cart contents into the collection vehicle in order to determine if the contents are contaminated with unacceptable materials. If the collector identifies contamination, the collector must tag the container with a rejection tag that will be provided by the County. The Contractor must notify the Project Manager of the rejected bin within 24 hours so that the County can assess and document the contamination.
- 5.3.13. The Contractor must pick up and completely empty the contents of the food scraps recycling carts set-out at the curb (within 10 feet of the curb). In instances where participating homes are situated on corner lots, the County has the authority to deem the street on which the resident sets out their food scraps recycling carts as the designated collection site, whether that is the street in front of the front door of the home or the street that is around the corner from the front door of the home. The County shall make the final determination on acceptable alternate designated collection sites for households with unique or challenging lot configurations and/or access points. After each cart is emptied, the cart must be placed back at the curb with the handle facing the street to show that the container was emptied. The Contractor must obey all traffic and pedestrian safety laws to minimize risk to general safety and minimize disruptions to pedestrian and/or vehicular traffic.
- 5.3.14. The Contractor must make accommodations to provide weekly food scraps collection service to residents with disabilities whenever necessary. The Contractor, if required, may provide service at side-of-house, backdoor, or another type of special collection service. The County will provide to the Contractor a list of residents that will receive these special collections. This service includes returning the cart to its original location.

**5.3.15. The Contractor must not begin collections prior to 7:00 a.m., Monday through Friday.**

- 5.3.16. The Contractor must collect food scraps during periods of inclement weather. In cases of severe weather or during other emergencies, the County may authorize exceptions. When exceptions are granted, the Contractor must make up all missed collections within 24 hours after the severe weather has terminated, unless the County authorizes additional time. In the event the County’s recycling and refuse collection services are impacted by an inclement weather slide day, food scraps recycling collection services provided to the single-family food scraps recycling pilot area will also slide.
- 5.3.17. In the event that a scheduled food scraps recycling collection day occurs on a County-scheduled holiday, the customer must be provided collection service the next business day. The Contractor must be aware of and adhere to the County’s holiday schedule during the term of this contract. The holidays that affect Recycling and Trash Collections are listed at <https://www.montgomerycountymd.gov/sws/holidays/>.
- 5.3.18. At the Prince George’s County Organics Composting Facility, the collection vehicle will pass over the facilities scales to record load tonnages. The Contractor must forward a scanned copy of the scale-house tickets showing the weight of the food scraps delivered to the Prince George’s County Organics Composting facility for processing and the tip fees paid to that facility to the Project Manager on a weekly basis.
- 5.3.19. The Contractor must also track data during collection, including tracking the number of households setting out containers for collection each week (e.g., participation rates) and the fullness of containers of food scraps set out by each individual household per week. The County will coordinate with the Contractor as to the method utilized for tracking the participation rates and measuring food scraps set out for collection by each individual household each week. The Contractor must provide this data electronically to the Project Manager on a weekly basis.
- 5.3.20. If the Prince George’s County Organics Composting Facility staff identify contamination levels during the offloading process that result in full or partial load rejection, the Contractor must immediately notify the Project Manager to report the issue(s). The Contractor must transport the load of rejected materials to the Shady Grove Processing Facility and Transfer Station (Transfer Station) for disposal the same day as it was collected. If the Contractor can’t return to the Transfer Station before 5:00 p.m., it must hold the load and take it to the Transfer Station the next morning prior to usage of that collection vehicle for any other purposes. The County will waive the tip fee for disposal at the Shady Grove Processing Facility and Transfer Station. This includes any material rejected for any reason. The Prince George’s County Organics Composting Facility may require a collector who frequently delivers contaminated loads to provide the facility a roll-off container in which contamination is placed, at the Contractor’s sole expense.
- 5.3.21. The Contractor must meet weekly with the Project Manager to discuss any operational issues or concerns and ensure coordination of the food scraps recycling pilot program goals and progress unless the Contract Administrator or designee decides otherwise. Meetings will typically be held over the phone, but may be held at DEP’s offices, on-site, or via email or Teams, at the County’s sole discretion.
- 5.3.22. Other Requirements:
- 5.3.23. Acceptable Types of Materials for Food Scraps Collection. The Contractor must accept the following materials expected to be generated from the food scraps recycling pilot households: fruits, vegetables, baked goods (e.g., bread, donuts, cookies, etc.), coffee grounds, tea bags and coffee filters, grains, meats, dairy products, food-contaminated paper such as paper plates, paper napkins and paper towels, plastic compostable bags, compostable plates and take-out containers, and wax-coated cardboard.

- 5.3.24. Any other acceptable materials must be agreed upon by the County. Acceptable materials are also determined by the processing facility where materials are delivered for recycling (the Prince George's County Organics Composting Facility).
- 5.3.25. Permits and Licenses. The Contractor must, at its sole cost, obtain and maintain all licenses, permits, etc., necessary to collect and transport the food scraps collected from the participating households to the Prince George's County Organics Composting Facility, or to another facility if required by the County.

#### **5.4. CONTRACTOR'S QUALIFICATIONS**

- 5.4.1. The County will require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor. The Contractor must furnish the following information:
- 5.4.1.1. An itemized list of the Contractor's equipment available for use on the Contract.
- 5.4.1.2. A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available).
- 5.4.1.3. Evidence, in form and substance satisfactory to the County, that the Contractor has been in existence in excess of five years and possesses not less than five years actual operating experience in collection of food scraps materials for recycling and processing.
- 5.4.2. In the event that the County requires additional supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information at the County's request:
- 5.4.2.1. Evidence that the Offeror is capable of commencing performance as required in the solicitation. Evidence must include a list of all customers in the Maryland area including the contact information of the person managing the account.
- 5.4.2.2. Evidence, in form and substance satisfactory to the County, that the Offeror possesses the managerial and financial capacities to perform all phases of the work called for in the solicitation.
- 5.4.2.3. Evidence, in form and substance satisfactory to the County, that the Offeror's experience in food scraps recycling collection, performing all phases of the work called for in the solicitation, and processing derives from operations of comparable size to that specified by the solicitation.
- 5.4.2.4. Such additional information as will satisfy the County that the Offeror is adequately prepared to fulfill the services required in the resulting Contract.
- 5.4.2.5. Reports of prior work, accident history, recycling, or other information the Department representatives or others are interested in.
- 5.4.2.6. The Offeror may satisfy any or all of the experience and qualifications requirements of this section by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

#### **5.5. CONTRACTOR'S RESPONSIBILITY**

- 5.5.1. The Contractor must maintain its business in "good standing" with the State of Maryland Department of Assessments and Taxation Business Services, <https://dat.maryland.gov/businesses/Pages/default.aspx>, at all times during the performance of the Contract.

- 5.5.2. The Contractor must maintain and update, as applicable, the Contractor's information in the County's Central Vendor Registration System (CVRS) at <http://www.mcipcc.net/> within 15 days of any changes. This includes any Automated Clearinghouse (ACH) changes for payment deposits that can only be updated through the CVRS system by the Contractor.
- 5.5.3. The Contractor must notify the County within 15 days of any changes in the company name (including "dba" changes), address, and/or Tax ID changes. The e-mail to submit this information is [DEP.Procurements@montgomerycountymd.gov](mailto:DEP.Procurements@montgomerycountymd.gov).
- 5.5.4. The Contractor must furnish a current Certificate of Insurance (COI) that complies with the requirements in Attachment C to this solicitation before execution of the Contract. The ACORD form, or equivalent, must be provided to the County for Risk Management review and approval. COI renewals must be submitted within 15 days of expiration to [DEP.Procurements@montgomerycountymd.gov](mailto:DEP.Procurements@montgomerycountymd.gov). If the Contractor's Certificate issuer permits, it is recommended that the Contractor add the DEP Procurements e-mail to a direct-distribute list so DEP will receive COI renewals directly from the broker.
- 5.5.5. Collection Schedules and Frequency: The collection schedule has been provided in Section 5.3.2 of the Scope of Services/Work Statement. Collections must occur at a minimum of once per week. If a scheduled pick-up falls on a County holiday, the pickup must be coordinated with the County's Contract Administrator to ensure continuation of service through the holiday period. The collections must occur between Monday through Saturday from 7:00 a.m. and 9:00 p.m.
- 5.5.6. The 9:00 p.m. stop time only would apply to collections occurring after the 3:30 p.m. target delivery deadline has passed, and in any of these instances, the Contractor must empty the collection vehicle the following morning prior to usage of this collection vehicle.
- 5.5.7. Additional Pickups: The Contractor must have the ability to provide additional pickups outside of the normal schedule, as requested by the County. The Contractor must respond within two business days of a request and make pickup within no more than five business days.
- 5.5.8. Spills: The Contractor must immediately clean up all accidental spills or discharges and must notify the County of any such spills within four hours.
- 5.5.9. Transportation: The Contractor must provide all labor, services, and equipment necessary to transport the food scraps to the permitted processing facility, pre-approved by the County. **Transportation to an alternative permitted site must be requested in advance and approved by the County Contract Administrator.**
- 5.5.10. Contractor vehicles must be equipped with appropriate safety and warning devices according to MDOT and OSHA standards. Each vehicle must be clearly marked with Contractor's name, telephone number, vehicle number and "food waste collection" or similar. The Contractor must ensure that no liquid waste is spilled from the vehicle as part of routine collection. All collection equipment must be equipped with a broom and dustpan to clean up any spilled material, and a spill kit to clean up any liquid spills. The Contractor is responsible for all costs associated with operating and maintaining the Contractor vehicles and equipment.
- 5.5.11. Missed collections reported to the Project Manager before 10:00 a.m. the day following collection must receive a return visit by the Contractor within 24 hours.
- 5.5.12. Processing of collected waste: The Contractor must notify the County within 24 hours if the pre-approved facility is closed or temporarily shut down.
- 5.5.13. Curbside Collection Program Participants: Participation in the curbside food scraps recycling collection pilot program by residents is voluntary and limited to specified locations within the County. The County reserves the right to amend the participation requirements

at any time. The Contractor must not sell, share, or otherwise use customer information for any purpose at any time.

- 5.5.14. Reporting: The Contractor must provide a monthly performance report (number of bins collected, tonnage and/or volume collected, participation, etc.).
- 5.5.15. Liability for damage to landscape areas or property, either privately-owned or County-owned: The Contractor will be responsible for any and all damages it causes. The Contractor must notify the County within two hours of occurrence so that damage may be documented by the County. Repair or replacement work must take place within two weeks of the date of damage at no cost to the County, to a level acceptable to the County. Failure to repair damages will result in the County withholding the amount of the cost of the repair from subsequent payment due to the Contractor.
- 5.5.16. Compliance: The County reserves the right to assess contract compliance and responsible recycling/disposal procedures through periodic audits.
- 5.5.17. The Contractor, its employees, servants, agents, subcontractors; all material used; all equipment used; and the conduct of the work performed must comply with all applicable Federal, State, County, and local laws, codes, and regulations. The Contractor is responsible for identifying, and ensuring compliance with, all applicable legal requirements and industry best practices. All work performed by the Contractor must be done to the highest standard of care. Without charge to the County, the Contractor must obtain all licenses, permits, certifications, and insurance required in connection with the performance of services, except for those relating to access to the sites. The Contractor must be experienced in all facets of services as listed in this RFP and the resultant Contract, and have the personnel, ability, skill, equipment, and certifications necessary to administer and perform all the work in a timely, safe and efficient manner.
- 5.5.18. The Contractor must manage and meet the schedule for performance of all work and, to the extent reasonable, must mitigate delays within the Contractor's control when circumstances require a departure from these requirements.
- 5.5.19. The Contractor must notify the County's Contract Administrator promptly of any issues or impediments that may cause delays in meeting the schedules of work or that may have an effect on the work, and of any non-routine incidents that may occur in the course of business.
- 5.5.20. The Contractor must designate a single individual authorized to make administrative decisions as its Contract Administrator who will serve as point-of-contact for all Contract-related concerns.
- 5.5.21. The Contractor must not take any action on behalf of the County, nor claim to represent the County, and must not represent itself as an employee of the County in its interaction with the public, other contractors, or County employees. In situations where the Contractor may be mistaken for a County employee, the Contractor must disclose that it is working under a County contract and that it is not a County employee. The Contractor must not set policies for the County or independently interpret County policies. The Contractor must not use, issue, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator. All data and information relating to this Contract are the property of Montgomery County, Maryland.

## 5.6. COUNTY'S RESPONSIBILITY

- 5.6.1. Contract Administrator – The County's designated Contract Administrator to oversee this Contract will monitor the Contractor's adherence to the terms and conditions of the Contract, and provide oversight, approvals, direction, and contract administration for the implementation of these services, and direction for County staff overseeing the work. The Contract Administrator is:

Alan Pultyniewicz, Chief  
Recycling and Refuse Services Section  
Recycling and Resource Management Division  
Department of Environmental Protection  
2425 Reedie Drive, 4th Floor  
Wheaton, Maryland 20902

- 5.6.2. Project Manager – The County will designate a Project Manager, who will be responsible for oversight, management, and direction for the services under this contract, coordinating progress meetings with Contractor and County staff, and serving as the day-to-day point of contact. The Project Manager is:

Joe O'Donnell, Program Manager II  
Recycling and Refuse Services Section  
Recycling and Resource Management Division  
Department of Environmental Protection  
2425 Reedie Drive, 4th Floor  
Wheaton, Maryland 20902

- 5.6.3. The County will provide timely feedback to the Contractor; and will give prompt written notice to the Contractor if the County observes or otherwise becomes aware of any fault or defect in services being provided for, or of nonconformance with contract requirements.

- 5.6.4. The County will take the lead role in communications with County residents and community organizations.

## 5.7. COMPENSATION AND INVOICES.

### 5.7.1. Compensation:

- 5.7.1.1. Compensation will be based on the hourly rates and unit price schedule submitted as part of the Awardee's proposal and as negotiated by the County for the resultant Contract. The County will not pay any mark-up or fees on Other Direct Costs (ODC). Any equipment purchased with County funds becomes the property of the County and must be returned to the County at the time of completion of the work. Failure to return property at the time of delivery or completion of the work may delay payment until these items are received from the Contractor. The County will not compensate for mileage, travel, per diem, or travel time.

### 5.7.2. Invoices:

- 5.7.3. Invoices and required deliverables due for the invoiced period must be submitted in a format approved by the Contract Administrator to [DEP.Invoice@montgomerycountymd.gov](mailto:DEP.Invoice@montgomerycountymd.gov).
- 5.7.4. The Contractor must submit written and signed monthly invoices, inclusive of a monthly statement covering work performed only for that month and must include all required documentation.
- 5.7.5. Invoices approved by the County will be paid within 30 days of receipt and acceptance of a correct invoice. Payment is subject to the County's approval of work performed and of written monthly invoices. If the County objects to any portion of the Contractor's invoice, the County may notify the Contractor immediately and, at the County's discretion, may either pay the approved portion of the invoice or reject the invoice in its entirety and return it to the Contractor for correction.
- 5.7.6. The following information, at a minimum, must be included on each invoice, dated and on company letterhead:



- 5.7.6.1. Contract and Purchase Order Numbers.
- 5.7.6.2. Task Order Number, when applicable.
- 5.7.6.3. Unique, sequential Invoice number of at least four characters.
- 5.7.6.4. Invoice Date.
- 5.7.6.5. Name, telephone number and e-mail of a contact person.
- 5.7.6.6. Signature of Principal in-Charge.
- 5.7.6.7. Purchase order balances of funds expended and funds remaining.
- 5.7.6.8. A statement certifying that all required deliverables for that period have been submitted.
- 5.7.6.9. Required supporting documentation.

## 5.8. REPORTS/DELIVERABLES

- 5.8.1. Supporting documentation that must be submitted with each invoice: scale-house tickets showing the weight of the food scraps collected and delivered to the Prince George's County Organics Composting Facility for processing including the tip fees paid to that facility, missed collections, and additional pick-ups.

## 6. SECTION C - PERFORMANCE PERIOD

### 6.1. **TERM**

- 6.2. The effective date of this Contract begins upon signature by the Director, Office of Procurement upon the County's issuance of a Notice to Proceed and ends after a one-year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term up to two times for one year each time.

### 6.3. PRICE ADJUSTMENTS

- 6.3.1. 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:
  - 6.3.1.1. Approval or rejection by the Director, Office of Procurement or designee.
  - 6.3.1.2. Submission 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 under the contract.
  - 6.3.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
  - 6.3.1.4. The County will not approve a price adjustment request that exceeds the amount of 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 be based upon 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.
  - 6.3.1.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.