



DEPARTMENT OF TRANSPORTATION

Marc Elrich
County Executive

Christopher R. Conklin
Director

REQUEST FOR QUOTATION

#1113538

**For
Micro Transit Shared Ride 'Flex' Software**

ISSUE DATE: January 21, 2020

SUBMISSION DEADLINE: 3:00 PM on February 10, 2020

The Montgomery County Department of Transportation (DOT), Transit Services Division is soliciting bids for the above-referenced Request For Quotation. Bids must be returned not later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call the Montgomery County Department of Transportation, Transit Services Division to see if an extension may be granted.

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

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

Deliver one original, four copies in a sealed envelope containing bid sheet, quotation sheets, acknowledgment form, proposal, Minority, Female, Disabled Person Subcontractor Performance Plan and the Wage Requirements Certification to the address below by no later than the closing date and time as stated above. The sealed envelope should be marked with the quotation number, quotation title, due date and due time.

Montgomery County Department of Transportation
Division of Transit Services
101 Monroe Street, 5th Floor
Rockville, Maryland 20854
ATTN: Starr C. Montout

Should you have questions regarding the specifications in this solicitation, please contact David Kachemov at (240) 777-5820 or David.Kachemov@montgomerycountymd.gov

Attachments

A. General Conditions of Contract Between County and Contractor	A1
B. Mandatory Insurance Requirements	B1
C. References	C1

Web-links for Documents and Forms

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11. Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12. Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13. Solicitation Postings and Amendments (www.montgomerycountymd.gov/pro/solicitations.html)
14. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)

SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES

VERBAL EXPLANATIONS

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

ALTERNATE BIDS

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

AWARD OR REJECTION OF BID

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

BID PREPARATION EXPENSES

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

ACKNOWLEDGMENT

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

DETERMINATION OF RESPONSIBILITY

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

A bidder may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a bidder to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective bidder. The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

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

1. The ability, capacity, organization, facilities, and skill of the bidder to perform the contract or provide the goods or services required;

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

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

PAYMENT TERMS

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

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation may be subject to the Montgomery County Code, and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan" (link provided on page 2 Web-links for Documents and Forms)

QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

PROPOSAL SUBMISSION

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

- 1) The bidder must submit the bid sheet properly signed by the person who has authority to bind the bid to a proposal.
- 2) The Acknowledgment of this solicitation must be submitted and signed by a person Authorized to bind the bidder to the proposal.
- 3) Minority Business program and Offeror's Representation
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)
- 4) Wage Requirements Certification
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

- 5) The bidder should submit their proposal in the following format, which must include the following information about the bidder:
- a. Bidder Identification – State the Bidder’s name, address, telephone number, Social Security Number or Tax Identification number.
 - b. Program Staffing – The bidder needs to state the knowledge and experience of the individual(s) of the firm that will provide the services required under this Scope of Services. Provide personal data, education background, and employment history. State any pertinent knowledge, experience and capacity for administrative support you will bring to this program.
 - c. Detailed Program and Evaluation Plan – Provide a description as to how the bidder will accomplish all service components in the Scope of Services outlined in this Request for Quotation, including previous experience in providing the Scope of Services, as well as support services to persons with developmental disabilities;
 - d. Budget – Submit proposed costs by completing quotation sheets to provide the required services;
 - e. Description of the bidder’s related experience conducting similar programs. Experience with transit or transportation service should be highlighted, including previous distribution service.
 - f. Description of project management and identification of special skills, experience and expertise that the bidder offers directly or through subcontracting for this project;
 - g. Statement of the bidder’s understanding of the scope of services. Description of evaluation techniques and quantitative measures for quality control of service and performance.
 - h. Names and related experience of subcontractors, if any, whom the bidder intends to utilize on this project and level of commitment to project.
 - i. Names, affiliations, addresses, and telephone numbers of three references for whom the bidder has done similar work. Names for references shall be individuals who directly supervised or had direct knowledge of the services or goods provided.
- 6) The proposal may not exceed fifteen (15) pages. Additional information required (e.g. quotation sheets, contact information) will be considered as additional attachments. No other attachments will be reviewed.

SECTION II – SCOPE OF SERVICES

I. Background

Montgomery County's Department of Transportation (MCDOT) has been investigating Micro Transit solutions in order to help augment the options for first/last mile using a shared ride approach where the main points of interest are nodes in the regions transit network. To be consistent with Montgomery County transit services, this type of service must be fully ADA and Title VI compliant. In order to meet these requirements for the new service, MCDOT purchased and equipped the shared ride vehicles that are ADA and Title VI compliant, as well as the vehicle operators, dispatch service and required computer equipment. MCDOT is currently conducting a pilot for this capability with two (2) zones operating at different times of the day.

In June of 2019, Montgomery County Maryland Ride On launched a pilot on-demand transit program called the Flex service. Since its launch, the service has provided over 3,700 rides to over 4,200 passengers. The service has been embraced by county residents with the desire to expand the number of zones and service time. The Montgomery County Council has recognized the success of the Flex service from the pilot phase and wants to formalize the service and expand it within the County.

II. Intent

- A. The County seeks an experienced and qualified transportation software company to provide on-demand transit technology services for the Montgomery County residents as described in this Request for Quotation.
- B. In May of 2020, Montgomery County Maryland Ride On will conclude the pilot phase of its Flex service. Montgomery County Ride On will continue to provide the vehicles and Operators for the launch of the formal service. Through this RFQ, the County seeks a new contract with a transportation software company to provide the enabling ride request technology for the service. Starting in May 2020, the new formalized service will run five (5) to seven (7) days a week, up to 18 hours a day and will operate in three (3) zones that may operate at different times during the day. One zone will provide service with one (1) bus and the other two (2) zones will provide service with two (2) buses in each zone. The number of buses within a zone may be increased during portions of the service time.

III. Scope of Services

- A. The Contractor must provide on-demand transit technology services enabling ride request technology for the service.
- B. Starting in May 2020, the new formalized service will run five (5) to seven (7) days a week, up to 18 hours a day and will operate in three (3) zones that may operate at different times during the day. One zone will provide service with one (1) bus and the other two (2) zones will provide service with two (2) buses in each zone. The number of buses within a zone may be increased during portions of the service time.
- C. There will be three (3) zones of different polygon sizes and will have different hours of operation. The system shall initially be able to support seven (7) simultaneous buses during the first year of operation and potentially expand to ten (10) buses. The areas of the zones will be located at

Zone Area in Operation at Zone	Number of Buses
Zone 1 – Rockville area	1 bus
Zone 2 Glenmont/Wheaton zone	2 bus

Route 29 Flash zone

2 bus

D. The County is seeking the following:

- i. A full description of the Cloud based Technology Solution
- ii. An implementation schedule with an anticipated NTP of February 24, 2020 that meets a May 4, 2020 launch in the Rt 29 zone and a June 22, 2020 launch of the Rockville and Glenmont/Wheaton zones. All three zones can have the same May 3, 2020 launch date.
- iii. Details of experience providing service and company history in partnership with transit agencies
- iv. The three zones polygons will be finalized within one (1) month of Notice to Proceed (NTP). The current pilot zones will essentially remain the same.
- v. The hours of operation for each zone will initially be different with some overlap time. A zone's hours of operation may be changed once in operation

IV. Contractor's Qualifications

- A. The Contractor must have a minimum of 5 years of successful history and at least four (4) similar projects of the Contractor's partnership with a transit agency that are currently in service within North America.
- B. The Contractor must comply with all Federal, State and County licensing requirements.

V. Contractor's Responsibility

The Contractor must:

- A. Provide a platform infrastructure consisting of:
 - i. App, web and Call based shared ride request solutions
 - ii. Real-time display of vehicle location with estimate time of arrival
 - iii. A pairing algorithm tailed to maximize existing capacity of the County vehicles
- B. Service Management
 - i. Points of contact between the County's Flex program Manager and the service provider
 - ii. Provision of brand images for purpose of marketing prior and during the service
 - iii. Customer service helpline available by phone and internet
 - iv. Software updates
 - v. Training for Administration/report generation, Central Dispatch and Driver
- C. Data Sharing and Reports
 - Data Sharing
 - i. Complete detail of the trip data will be made available (time and location of pick up and time and location of drop-off) on a daily basis in a machine-readable format.
 - ii. Names and Contact Information of service users and/or;
 - iii. The ability to push notifications directly to users' phones in the event of service failure, holiday closures, etc.
 - iv. Complete detail of the Operator shift including time in service, breaks, locations, etc.
 - v. Reports

At a minimum, provide the capability for the County to generate its own reports from the data for the following type of reports:

- i. Daily/Weekly Report showing Ridership by time and cumulative total of
 - a. Requested rides
 - b. Completed rides
 - c. Canceled/No Show
 - d. Proposed rides not accepted
 - e. Seat Unavailable to accommodate a requested ride
 - f. Other
- ii. Rider Profile and History
- iii. Admin Reports
 - a. Rider Utilization of service
 - b. Driver Information
 - c. Vehicle information

VI. County's Responsibilities

The County will provide the following equipment and services for the Ride On Flex service:

- A. Bus
 - a. ADA compliant Eleven (11) seat bus with wheel chair access and two (2) wheel chairs
 - b. Bus operator to provide the service
 - c. Radio for voice communications between bus and central dispatch
 - d. Fare collection equipment (able to accept cash, tokens, WMATA SmarTrip smartcard and ability to enter data concerning flash passes)
 - e. Tablet for driver console that will host the Contractor's bus driver software
- B. Central Dispatch
 - a. Central dispatch facility
 - b. Dispatch staff to communicate with bus operators and public
 - c. Work console that will host Contractors Dispatch software
- C. Administrative & IT Staff
 - a. IT Administrative Staff
 - b. Customer Support Staff for first level customer questions/issues
 - c. Web domain for the Flex service & Customer Support

VI. Performance Period

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one-year period. The Contractor must also perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director at his sole option may (but is not required) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

SECTION II METHOD OF AWARD/EVALUATION CRITERIA**I. Procedure**

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

II. Evaluation Criteria**a. Written Proposals Evaluation**

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

Expertise and relevant experience of firm's knowledge of on-demand transit technology services with transit agencies	25
Provides a detailed approach and implementation plan that displays an understanding of the County's needs and requirements	25
Experience with Data Sharing and Reporting requirements	20
Expertise in Cloud Bases Technology Solutions	5
Price	15
MFD Participation (Note: 10% of points must be applied to each evaluation section)	10
Highest Possible QSC score for written proposal evaluation	100

b. Interview Proposals Evaluation

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

Demonstrates expertise and relevant experience of firm's knowledge of on-demand transit technology services with transit agencies	25
Provides a detailed approach and implementation plan that displays an understanding of the County's needs and requirements	25
Data Sharing and reports	20
Expertise in Cloud Bases Technology Solutions	5
Price	15
MFD Participation (Note: 10% of points must be applied to each evaluation section)	10
Highest Possible QSC score for written proposal evaluation	100

Total: 100

SECTION IV – QUOTATION SHEET

- Zone implementation and installation Cost per zone
- Monthly per vehicle fee based on a twelve (12) month duration that can be extended an additional two (2) years.

Year 1

Zone Area	Location	# of Buses in Operation at Zone	Estimated Frequency	Monthly Cost	Total
1	Rockville Area	1	12		
2	Glenmont/Wheaton	2	12		
FLASH	Route 29	2	12		
				Annual Total	\$

Year 2

Zone Area	Location	# of Buses in Operation at Zone	Estimated Frequency	Monthly Cost	Total
1	Rockville Area	1	12		
2	Glenmont/Wheaton	2	12		
FLASH	Route 29	2	12		
				Annual Total	\$

Year 3

Zone Area	Location	# of Buses in Operation at Zone	Estimated Frequency	Monthly Cost	Total
1	Rockville Area	1	12		
2	Glenmont/Wheaton	2	12		
FLASH	Route 29	2	12		
				Annual Total	\$

There is no guarantee for any minimum or maximum amount of services to be provided under any contract resulting from this solicitation.

** This is a fully-burdened hourly rate inclusive of multipliers, overhead, profit, vehicles, equipment, any premium pay you offer your employees, etc.

QUOTATION SHEET (Continued)

CONTACT PERSONS

Contact Persons for Questions Concerning Your Quote: _____

Land Line #: _____

Cell Phone #: _____

Fax#: _____

E-Mail Address: _____

SUBCONTRACTING

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

Portion of the work:

Name of Subcontractor _____

Address: _____

Telephone #: _____

E-Mail Address: _____

SECTION V: ACKNOWLEDGEMENT

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

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

Signature: _____

Official's Typed Name: _____

Business Firm's Typed Name: _____
(Show correct and full legal business name)

Name and Signature Requirements for Proposals and Contracts

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

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

Acknowledgment of Solicitation Amendments

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

Amendment Number	Date

SECTION V - SPECIAL TERMS AND CONDITIONS

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

ANNUAL PRICE ADJUSTMENT

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

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

CONTRACT ADMINISTRATOR

The Contract Administrator shall be responsible for:

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

The designated Contract Administrator is David Kachemov, Montgomery County Department of Transportation, Division of Transit Services.

CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's

satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional one-year periods.

DELAYS AND EXTENSION OF TIME

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

DEPARTMENTS AUTHORIZED TO USE CONTRACT

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

INVOICES

All true and corrected invoices are to be sent to:

Montgomery County Department of Transportation
Attn: David Kachemov
101 Monroe Street, 5th Floor
Rockville, MD 20850
240-777-5820

METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the Contractor. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

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

PRICES

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

PROTECTION OF EXISTING FACILITIES

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

property caused by the Contractor, Contractor's employees, subcontractor, or subcontractor's employees.

QUANTITIES

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

END OF SPECIAL TERMS AND CONDITION

ATTACHMENT A1

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

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

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction 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.

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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

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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.

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

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

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

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

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

*Professional services contracts only

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TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

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

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

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. 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. 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:

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- (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.

ATTACHMENT B1**MANDATORY MINIMUM INSURANCE REQUIREMENTS*****Micro Transit Shared Ride Flex SOFTWARE - Providing On Demand Transit Technology Enabling Ride Request Technology for the Service***

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) 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

Technology E&O

To the extent that Contractor/Supplier provides software, hardware, software or system development, consulting services, or Internet/Application Service Provider services (e.g., outsourced functions such as web-hosting), Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of Supplier's products or Services with limits of not less than ***one million dollars (\$1,000,000)*** per claim. If the policy is written on a claims-made basis, the coverage must remain in force for a period of at least two (2) years following the provision or performance of the Deliverables.

Cyber Liability Insurance, in an amount not less than ***one million dollars (\$1,000,000)*** per claim, *covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized access,) failure to protect confidential information (personal and commercial information) from disclosure; failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense)* in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

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, automobile insurance, 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.

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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
Transit / Starr Montout
101 Monroe St, 5th floor
Rockville, Md 20850

ATTACHMENT C1REFERENCES

(submit at least three)

You are requested to provide references to the County with your proposal. 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.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT

PERSON: _____

PHONE: _____

EMAIL: _____

CELL PH _____