INFORMAL SMALL PURCHASE SOLICITATION
#1182829
ENGLISH FOR SPEAKERS OF OTHER LANGUAGES TEXTBOOKS AND STUDY MATERIALS

ISSUE DATE: Friday, May 2, 2025
SUBMISSION DEADLINE: Thursday, May 8, 2025 by 4:30 PM Eastern Daylight Time

The Montgomery County Office of Management and Budget-Shared Services, on behalf of the Community Engagement Cluster Gilchrist Immigrant Resource Center is soliciting bids for **ENGLISH FOR SPEAKERS OF OTHER LANGUAGES TEXTBOOKS AND STUDY MATERIALS**. Bids must be submitted no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call/email the Office of Management and Budget-Shared Services Kathleen Hynes, CPPB, Administrative Services Coordinator, 240-777-2767 or Kathleen.hynes@montgomerycountymd.gov to see if an extension may be granted.

If a bidder is not interested in submitting a bid at this time, the bidder should sign the Quotation Sheet, write/type "NO BID" on it, and return it to the Office of Management and Budget-Shared Services Kathleen Hynes, CPPB, Administrative Services Coordinator, Kathleen.hynes@montgomerycountymd.gov.

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

One original or copy of your proposal must be submitted to the Office of Management and Budget-Shared Services Kathleen Hynes, CPPB, Administrative Services Coordinator, Kathleen.hynes@montgomerycountymd.gov.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact the Office of Management and Budget-Shared Services Kathleen Hynes, CPPB, Administrative Services Coordinator, 240-777-2767 or Kathleen.hynes@montgomerycountymd.gov.

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REISSUANCE AS NON-LSBRP

ENGLISH FOR SPEAKERS OF OTHER LANGUAGES TEXTBOOKS AND STUDY MATERIALS

Solicitation # 1182829 was originally advertised under the Local Small Business Reserve Program (LSBRP) on 04/23/25 and closed on 04/29/25. Montgomery County did not receive any viable LSBRP responses to the original advertisement.

To procure a viable vendor, the solicitation is being reissued as a non-LSBRP solicitation. Any vendor that meets the requirements of the solicitation and is registered to do business in, and in good standing with, the State of Maryland, is encouraged to respond.

The re-advertisement period to submit a response is from 05/02/25 to 05/08/25 at 4:30 PM Daylight Savings Time. Please ensure all required information stipulated within the solicitation is submitted with your response.

If you have any questions, please contact Kathleen Hynes at 240-777-2767 and/or kathleen.hynes@montgomerycountymd.gov.

Informal #1182829	MONTGOMERY COUNTY, MARYLAND **ENGLISH FOR SPEAKERS OF OTHER LANGUAGES TEXTBOOKS AND STUDY MATERIALS** SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: Kathleen.hynes@montgomerycountymd.gov

PART I: SOLICITATION

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED.

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The specifications/scope of work shown in Section D of this document.
3. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II: BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the time period prior to contract award.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full 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 a bid or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the bidder or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	
BIDDER'S E-MAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
SIGNATURE:	DATE:

SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT
   The Intent of this Informal Solicitation is to solicit bids for the procurement of **ENGLISH FOR SPEAKERS OF OTHER LANGUAGES TEXTBOOKS AND STUDY MATERIALS** for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. BID SUBMISSION
   Bids must be submitted no later than 4:30 PM Eastern Daylight Time on Tuesday, April 29, 2025, to: Kathleen.hynes@montgomerycountymd.gov

   Bids submitted after 4:30 PM Eastern Daylight Time on Tuesday, April 29, 2025 will not be considered.

   Bidders MUST submit the following documents:
   A. Completed SOLICITATION, BID AND AWARD SHEET, page 4
   B. Completed Attachment A
   C. Completed Wage Form – PMMD-177, if applicable
   D. Completed Minority, Female, Disabled Person Subcontractor Performance Plan-PMMD-65, if applicable
   E. References (Attachment C)

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

4. AWARD OR REJECTION OF BID
   The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interests 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 is unable to perform the requirements of the contract.

5. METHOD OF AWARD
   This Informal Solicitation will be awarded to the ONE bidder with the lowest responsive bid and who is responsible as determined by the Director, Office of Procurement. The lowest bid will be determined by the lowest aggregate percentage number (Column F) on the Quotation Sheet.

6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE
   Under County law, this solicitation is 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, and Disabled-Person Subcontractor Performance Plan").

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS
   The Montgomery County and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

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

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

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

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

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

11. QUALIFICATION OF BIDDERS
    Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. 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.

SECTION B. GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

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

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

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

3. APPLICABLE LAWS
This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., *Election Law*, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., *Election Law*, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
   1) serve as liaison between the County and the contractor;
   2) give direction to the contractor to ensure satisfactory and complete performance;
   3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
   4) serve as records custodian for this contract, including wage and prevailing wage requirements;
   5) accept or reject the contractor's performance;
   6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
   7) prepare required reports;
   8) approve or reject invoices for payment;
   9) recommend contract modifications or terminations to the Director, Office of Procurement;
   10) issue notices to proceed; and
   11) monitor and verify compliance with any MFD Performance Plan.

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

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

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

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

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

11. ENTIRE AGREEMENT
There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or

written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
C. 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.
D. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
E. 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.
F. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

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

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

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

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

21. INSURANCE
Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County’s Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed

awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

TABLE A. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN $1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See Attachment
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				
Minimum Automobile Liability (including owned, hired and non-owned automobiles) Bodily Injury				
each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of $25,000				
Certificate Holder Montgomery County Maryland (Contract #)				

CONTRACT DOLLAR VALUES (IN $1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850				
*Professional services contracts only				

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

CONTRACT DOLLAR VALUES (IN $1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
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 27 Courthouse Square, Suite 330, Rockville, MD 20850				

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

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

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

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

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

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

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

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

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

27. P-CARD OR SUA PAYMENT METHODS
The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In

that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

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

29. TERMINATION FOR DEFAULT
The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:
a) defaulting in performance or is not complying with any provision of this contract;
b) failing to make satisfactory progress in the prosecution of the contract; or
c) endangering the performance of this contract.

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

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

31. TIME
Time is of the essence.

32. WORK UNDER THE CONTRACT
Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

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

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.
Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS
   The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed in Attachment B.

2. COMPENSATION
   The County will pay the Contractor in accordance with the catalog discount listed on the Quotation Sheet.

3. CONTRACT ADMINISTRATOR
   The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

   The designated Contract Administrator is:
   Julien Labiche, Manager
   Gilchrist Immigrant Resource Center
   11002 Veirs Mill Rd., Suite 506 (Westfield South Building)
   Wheaton, MD 20902
   Julien.labiche@montgomerycountymd.gov

4. 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. The 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**. The contract will automatically terminate once $99,999 has been spent.

5. ANNUAL PRICE ADJUSTMENT
   Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period, is subject to the following:
   - Approval or rejection by the Director, Office of Procurement or designee.
   - **Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request**. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
   - Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
   - May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. **The request must not exceed the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS**.
   - 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.

6. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.

The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.

The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.

The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other Count employee benefits.

The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.

Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.

The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.

All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.

The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.

The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

7. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to:
Julien Labiche, Manager
Gilchrist Immigrant Resource Center
11002 Veirs Mill Rd., Suite 506 (Westfield South Building)
Wheaton, MD 20902
Julien.labiche@montgomerycountymd.gov

Failure to promptly comply with this requirement must delay payment.

8. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

9. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

SECTION D. SCOPE OF SERVICE/WORK

1. BACKGROUND

The Gilchrist Center is a gateway for Montgomery County's immigrants. Our center provides information and referrals to programs and services offered by government agencies and community organizations. Our aim is to strengthen immigrant communities' life skills through English and basic

computer classes, and increase their knowledge to prepare for civic life and/or U.S. citizenship. The Gilchrist Center operates at three sites in Wheaton, Gaithersburg, and East County.

The English for Speakers of Other Languages (ESOL) program takes place three times per year in the spring, fall, and winter, and offers English language instruction to adults (18 years old and above) living in Montgomery County. We offer evening and Saturday classes, online and in-person, for eight weeks each session. Some of our classes take place twice a week and others take place once a week (Saturday classes + one in person evening class). Each class lasts 1.5 to 2 hours. Classes that take place twice a week require students to purchase a book and workbook. Classes that take place once a week do not use a book due to the total instructional time being too short (12 hours) to justify the expense. Registration to these classes is on a first-come, first-served basis, and demand for this program is extremely high. Capacity for each class is 25 students, unless classroom space imposes a lower limit (2 in-person classes accept 15 and 18 students). We offer classes for different proficiency levels, from basic to intermediate (Basic, and levels 1 to 4).

The ESOL program, taught by volunteer teachers, has been running at the Gilchrist Center since the Center's inception, and has served thousands of community members. For your information, here is the current class structure:

CHARLES W. GILCHRIST IMMIGRANT RESOURCE CENTER
Welcome. Connect. Together We Thrive.

Spring 2025

English Classes

Wheaton

11002 Veirs Mill Rd, Suite 506
Wheaton, MD 20902

- Basic: Tues/Thurs 6 pm - 8 pm
- Level 1: Tues/Thurs 6 pm - 8 pm

Textbook required: $35

East County/Briggs Chaney

3300 Briggs Chaney Rd
Spring, MD 20904

- Basic: Wed: 5:30 pm - 7:30 pm

No textbook required

Online on Saturdays

Classes are on Zoom

- Basic: 9:30 am - 11 am
- Level 1: 8:00 am - 9:30 am
- Level 2: 8:30 am - 10 am
- Level 3: 10:00 am - 11:30 am
- Level 4: 11:00 am - 12:30 pm

No texbook required

Online Evenings

Classes are on Zoom

- Basic: Mon/Wed 5:30 pm - 7 pm
- Level 1: Tues/Thurs 5:30 pm - 7 pm
- Level 2: Mon/Wed 7:30 pm - 9 pm
- Level 3: Tues/Thurs 7:30 pm - 9 pm

Textbook required: $35

2. SCOPE OF SERVICES

The following twelve (12) products are the items the County may need to purchase in varying quantities, at various times, over the three years of the total Contract term. These are detailed descriptions. The Line Numbers correspond to the Line Numbers on the Quotation Sheet. There is no guarantee of any volume of purchases, as this is a Requirements Contract. Purchasing depends on the appropriation of funds. This describes all of the products the County may need according to the Background information provided, above.

LINE 1:

ISBN: 9781108577304

Ventures Basic
Value Pack

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

DATE PUBLISHED: July 2018
FORMAT: MIXED MEDIA PRODUCT

LINE 2:

Ventures Level 2
Value Pack

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108596923

DATE PUBLISHED: JULY 2018
FORMAT: MIXED MEDIA PRODUCT

LINE 3:

Ventures Level 3
Value Pack

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108645522

DATE PUBLISHED: JULY 2018
FORMAT: MIXED MEDIA PRODUCT

LINE 4:

Ventures Level 4
Value Pack

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108687256

DATE PUBLISHED: JULY 2018
FORMAT: MIXED MEDIA PRODUCT

LINE 5:

Ventures Basic
Teacher's Edition

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108573214 **DATE PUBLISHED: JULY 2018**
FORMAT: PAPERBACK

LINE 6:

Ventures Level 1
Teacher's Edition

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108689854 **DATE PUBLISHED: JULY 2018**
FORMAT: PAPERBACK

LINE 7:

Ventures Level 2
Teacher's Edition

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108666091 **DATE PUBLISHED: JULY 2018**
FORMAT: PAPERBACK

LINE 8:

Ventures Level 3
Teacher's Edition

3rd Edition

AUTHORS
Gretchen Bitterlin, K. Lynn Savage, Dennis Johnson, Donna Price, Sylvia Ramirez

ENGLISH TYPE
American English

ISBN: 9781108636155 **DATE PUBLISHED: JULY 2018**
FORMAT: PAPERBACK

LINE 9:

Ventures Level 4
Teacher's Edition

3rd Edition

AUTHORS
Gretchen Bitterlin, Dennis Johnson, Donna Price, Sylvia Ramirez, K. Lynn Savage

ENGLISH TYPE
American English

ISBN: 9781108685177 **DATE PUBLISHED: JULY 2018**
FORMAT: PAPERBACK

LINE 10:

100 Great Activities: The Best of the Cambridge Handbooks for Language Teachers

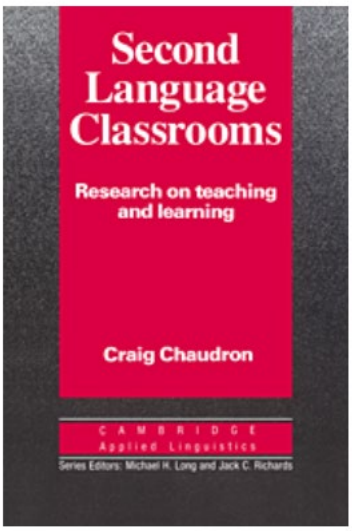
AUTHORS
Penny Ur, Scott Thornbury

ENGLISH TYPE
International English

AVAILABILITY

ISBN: 9781009348737 **DATE PUBLISHED: MARCH 2024**
FORMAT: PAPERBACK

LINE 11:



Second Language Classrooms

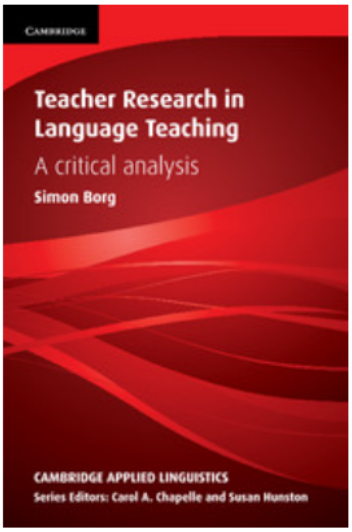
Other available formats:
eBook

AUTHOR
Craig Chaudron

AVAILABILITY
Available

ISBN:9780521339803 **DATE PUBLISHED: JANUARY 1988**
FORMAT: PAPERBACK

LINE 12:



Teacher Research in Language Teaching
A Critical Analysis

AUTHOR
Simon Borg

ENGLISH TYPE
British English

AVAILABILITY
Available

ISBN: 9780521152631 **DATE PUBLISHED: APRIL 2013**
FORMAT: PAPERBACK

3. INFORMATION SECURITY
   The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

WEB-LINKS FOR DOCUMENTS AND FORMS:

1. Central Vendor Registration System, www.mcipcc.net.
2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf.

3. Wage Requirements for Services Contracts Addendum and 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.

ATTACHMENT A,
QUOTATION SHEET

The County does not guarantee that any or all of the services listed in this solicitation may be ordered. Bidder must bid all 12 LINE ITEMS to be eligible for award. The "Discount" is the reduction in price by percentage from the catalog list (retail) price. The Bidder with the lowest Column F TOTAL (Addition of the Subtotal for Value Packs and the Subtotal for Teacher Resources) will be offered a Contract.

BID HERE:

	A	B	C	D	E	F
	Product Name	ISBN	Discount Percentage Each	Discount Percentage Bulk 25	Add Columns C & D	100% minus Column E
1	Ventures Basic Value Pack	9781108577304				
2	Ventures Level 2 Value Pack	9781108596923				
3	Ventures Level 3 Value Pack	9781108645522				
4	Ventures Level 4 Value Pack	9781108687256				
					SUBTOTAL FOR VALUE PACKS:	
	Product Name	ISBN	Discount Percentage Each	Discount Percentage if one is ordered along with 25 Value Packs	Add Columns C & D	200 minus Column E
5	Ventures Basic Teacher's Edition	9781108573214				
6	Ventures Level 1 Teacher's Edition	9781108689854				
7	Ventures Level 2 Teacher's Edition	9781108666091				
8	Ventures Level 3 Teacher's Edition	9781108636155				
9	Ventures Level 4 Teacher's Edition	9781108685177				
10	100 Great Activities: The Best of the Cambridge Handbooks for Language Teachers	9781009348737		NO BID		
11	Second Language Classrooms	9780521339803		NO BID		
12	Teacher Research in Language Teaching	9780521152631		NO BID		
					SUBTOTAL FOR TEACHER RESOURCES:	
					ADD SUBTOTALS FOR VALUE PACKS AND TEACHER RESOURCES: **THIS IS YOUR BID**	

ATTACHMENT B,
MANDATORY INSURANCE REQUIREMENTS (MIRs)

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability
A minimum limit of liability of ***five hundred thousand 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

Business Automobile Liability – can be waived if product delivery is by a third party
A minimum limit of liability of ***one million dollars ($1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:
Owned automobiles
Hired automobiles
Non-owned automobiles
Loading and unloading

Workers' Compensation/Employers' Liability – can be waived if contractor is a sole proprietor and/or product delivery is by a third party
Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:
Bodily Injury by Accident - $100,000 each accident
Bodily Injury by Disease - $500,000 policy limits
Bodily Injury by Disease - $100,000 each employee

Subcontractor Requirements
Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

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. 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.

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

Certificate Holder
Montgomery County, Maryland
Community Engagement Cluster / Kathleen Hynes
101 Monroe St., 14th Floor
Rockville, MD 20850

ATTACHMENT C,
REFERENCES
(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 _____