

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT  
 REQUEST FOR BID TITLE: ATHLETICS TRANSPORTATION SERVICES  
 RFP NUMBER: 419-002  
 RFP CLOSING DATE AND TIME: March 18, 2019 @ 3:00 PM



ADDENDUM #2  
 Issued: March 8, 2019

**ADDENDUM FOR THE PURPOSE OF:**

1. To extend the RFP closing date and time to: **March 18, 2019 @ 3:00 PM**
2. To provide vendor questions and college answers.

QUESTION:	ANSWER:
1.) If a trip leaves later than the expected time, do we have options to price out additional costs that may be incurred for those trip(s)?	The Contractor may be eligible for the compensation of additional hours with the approval by authorized College representative(s), if a trip leaves later than the College's scheduled time specified on the Purchase Order. For example, a trip leaves later due to extended hours of the athletic competitions. However, the College will not be responsible for any delays beyond the College's control, due to the Act of God.
2.) There is a 5 years commercial experience requirement. Does that include ANY type of commercial transportation requirement or is 5 years of providing MOTOR COACH experience required?	Five (5) years of providing commercial motor coach transportation services experience is preferred.

All other specifications, terms and conditions remain unchanged.

Patrick Johnson, MBA  
 Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the Technical Proposal submission. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed/Typed Signature

MONTGOMERY COLLEGE ▪ OFFICE OF PROCUREMENT  
 REQUEST FOR BID TITLE: ATHLETICS TRANSPORTATION SERVICES  
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**ADDENDUM #1**  
 Issued: March 6, 2019

**ADDENDUM FOR THE PURPOSE OF:**

1. To make the following clarification:

*The College's teams do vary in size, and thusly may require different size buses and/or coaches based on game schedules. For the purposes of the price evaluation, prices must include all charges, costs and fees in the delivery of the services and shall base on a 56-passenger coach (55-passenger capacity) for all trips noted in Section 5 – Price Proposal Form. However, please be sure to include a fleet description in the Technical Proposal.*

2. To provide vendor questions and college answers.

QUESTION:	ANSWER:
Who pays for the driver's hotel accommodations in the event of overnight travel?	See Section 2.2 Scope of Services. The College will reserve and pay for one bus driver's hotel accommodations (room & tax only) for overnight trips.
Does the "Return Date/Time" noted in the price proposal reflect the time of departure from "Destination" or the time the team is expected back at point of origin?	The return time notes when the team will depart from destination.
No Pick/up and Return times noted for Baseball and Softball away games schedules.	For the sake of this RFP, use an 8-hour travel period (including pick-up and return departure).

All other specifications, terms and conditions remain unchanged.

**Patrick Johnson, CPPB**  
 Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed/Typed Signature



Office of Procurement  
9221 Corporate Boulevard  
Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO.: 419-002

ATHLETICS TRANSPORTATION SERVICES

All proposals **MUST BE RECEIVED** in the Procurement Office **BY 3:00 PM local time on March 11, 2019.**

**Proposals will not be accepted via facsimile or electronic mail.**

Prices must remain firm for 120 DAYS after proposal closing date and time.

Proposal Bond Requirements: NONE

Performance, Labor and  
Material Bond requirements: NONE

Pre-proposal Conference: 1:30 p.m. on February 25, 2019, Room S108, first floor Board Gallery,  
Central Services Building, 9221 Corporate Boulevard, Rockville,  
Maryland 20850.

Minority vendors are encouraged to respond to this solicitation.

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

A handwritten signature in blue ink, appearing to read 'Patrick Johnson', with a horizontal line extending to the right.

Patrick Johnson  
Director of Procurement

**NOTE: Prospective Offerors that have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that any amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal to provide Montgomery College with motor coach bus transportation services for its athletic teams, in accordance with specifications, terms and conditions described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offerors” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

**1.2 Pre-Proposal Conference**

A Pre-Proposal Conference will be held **on Monday, February 25, 2019 at 1:30 p.m.**, Room S108, first floor Board Gallery, Central Services Building, 9221 Corporate Boulevard, Rockville, Maryland 20850. Attendance by all interested Offerors is not mandatory but strongly encouraged. No allowances shall be made to the successful Offeror, at a later date for additional work required because of his/her failure to attend the Pre-Proposal Conference.

**1.3 Proposal Submittal Due Date**

All responses to this Request for Proposal are due in the Montgomery College Office of Procurement, 9221 Corporate Boulevard, Rockville, Maryland 20850 **by 3:00 p.m. on March 11, 2019** and must be submitted in SEALED envelopes, clearly marked with the RFP Number and Title, the Due Date and Time, and the Name/Address of the Offeror. **No responses will be accepted after this date and time.** No facsimile or e-mail transmissions will be accepted. In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the College.

**1.4 Contact Information**

For purchasing or technical questions about this solicitation, please contact Chiquita Manago Haywood, Contract Coordinator via email at [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu), or Yu Zhu, Purchasing Manager at [yu.zhu@montgomerycollege.edu](mailto:yu.zhu@montgomerycollege.edu). The Offeror may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing and received by **5:00 p.m. on March 4, 2019.**

**1.5 Addenda**

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

<http://www.montgomerycollege.edu/procure/>, and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror's proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

**1.6 Proposal Validity**

Offerors must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

**1.7 Conditions and Instructions**

Offerors shall refer to, understand, and agree to Attachment D, Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

**1.8 Submitted Pricing**

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 5). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

**1.9 References**

The Offeror must provide **three (3) references within the past three (3) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

**1.10 Subcontractors**

The College seeks proposals from Contractors performing all requested services and will enter into an agreement only with the selected Offeror. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Contractor desires to subcontract part of the services specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if

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approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

**1.11 Proposal Evaluation**

Proposals submitted in response to this solicitation will include evaluation as follows:

**1.11.1 Offeror is responsible** – Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

- 1.11.1.1** Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
- 1.11.1.2** Offeror is financially stable.

**1.11.2 Offeror is responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

- 1.11.2.1** Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
- 1.11.2.2** Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

**1.12 Proposal Rejection**

The College reserves the right to reject any or all offers received as a result of this Request for Proposal. Offers may be rejected for any of the following reasons:

- 1.12.1** Failure to meet the mandatory specifications and requirements.
- 1.12.2** Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.12.3** Failure to supply appropriate and favorable client references.
- 1.12.4** Submittal of an incomplete Price Proposal page.
- 1.12.5** Failure to sign the proposal.
- 1.12.6** Failure to return any addenda acknowledgements
- 1.12.7** Submittal of conditional, alternate, or multiple proposals.
- 1.12.8** Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.12.9** Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.13 Required Submittal List**

See Section 3 for the proposal submission requirements.

**1.14 Failure to Submit**

Failure to provide any of the items noted in Section 1.13 may deem a proposal non-responsive.

**1.15 Estimated Contract Quantities**

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume of trips to be taken.

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**1.16 Contract Award**

It is the College's intention to make awards in the best interest of the College to the **three (3) highest ranked responsible, responsive Offerors, on a primary, secondary and tertiary basis**, who can meet or exceed the terms, conditions, and scope of services of this solicitation. Evaluation of Offerors will be based on Offeror's qualifications, maintenance and safety plan, transport emergency response plan, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part. The College reserves the right to make awards to fewer than three (3) Offerors, if it is determined in the best interest of the College to do so.

**1.17 Contract Documents**

The Request for Proposal in its entirety, the accepted Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and terms and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

**1.18 Contract Term**

The initial term of this contract will be **one (1) year from date of award**. At the sole option of the College, the contract may be renewed for **up to four times on an annual basis**, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

**1.19 Contract Pricing**

**Submitted pricing must include all costs (including driver, motor coach bus, fuel, tolls, parking, gratuity etc.)** incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after proposal opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Offeror.

**1.20 Contract Price Adjustment**

Contract prices are to remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted; most current year final index (no preliminary).



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**1.21 Contract Modification and Amendment**

The College retains the unilateral right to require changes in the Scope of Work as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

The awarded Contractor cannot accept purchase orders/requests for services or products that are not covered in this contract or make changes to the scope of work unless a price for those services or products has been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

**1.22 Insurance Requirements**

Upon executing the contract, the awarded Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor's insurance will be primary and kept in full force during the term of the contract, including renewals, if any. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor, with the following minimum insurance coverage:

**Worker's Compensation Insurance**

Covering the contractor's employees as required by State of Maryland law with the following minimum limits:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**Commercial General Liability Insurance**

Excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage \$1,000,000 combined single limit

Bodily Injury and Property Damage per occurrence including the following coverage: contractual liability, premises and operations, independent contractors, products and completed operations.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired vehicles, and non-owned vehicles with limits as follows:

Bodily Injury:	\$100,000 each person \$300,000 each occurrence
Property Damage:	\$300,000 each occurrence

These coverages and limits are to be considered minimum requirements under the contract and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered, or materially changed without sixty (60) calendar days of notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

**1.23 Certificate of Liability Insurance**

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. 419-002. Current certificates must be provided to the College throughout the contract term.

**1.24 Termination of Insurance**

In the event that the awarded Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance shall be grounds for immediate termination of the contract.

**1.25 Contract Assignment**

The awarded Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

**1.26 Contract Deadlines and Failure to Deliver**

The awarded Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

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**1.27 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. **Invoices must detail and describe all contract services included and provided.** Contractors doing business with the College for the first time must submit their IRS W-9 Form upon award of the contract. The College is State of Maryland sales tax exempt and federal excise tax exempt. Invoices must include the College purchase order number, which will change each fiscal year. Invoices must be either mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Boulevard, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.28 Confidentiality**

The awarded Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

The information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

**1.29 Tobacco and E-Cigarette Policy**

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

**1.30 Tax Exemption**

Montgomery College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. A copy of the State of Maryland Tax Exemption Certificate is also available at the College Procurement website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure). Offeror shall be responsible for the payment of any, and all applicable taxes resulting from any award and/or any services associated with the contract.

**1.31 Non-Exclusive Contract**

The College reserves the right to contract out the work, if all the contract awardees fail to respond within the required timeline and/or to provide the equipped bus/motor coach and services as requested per the Contract.

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**SECTION 2 – SCOPE OF SERVICES**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College serves roughly 60,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Rockville, Germantown, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

Montgomery College is a member of the National Junior College Athletic Association (NJCAA) and competes in the Maryland Junior College Athletic Conference (MDJUCO). The College's teams participate in both men's and women's intercollegiate competition and co-ed intramural sports. Nine intercollegiate sports are offered at the College; four for men – baseball, basketball, soccer, track and field; and, five for the women – basketball, soccer, softball, volleyball, track and field. The College commonly engages the services of contracted bus carriers to transport the athletic teams to destinations both within and outside of the State of Maryland, including overnight trips.

**2.2 Scope of Services**

Montgomery College is seeking qualified Contractors to provide bus/motor coach services to transport its athletic teams. All motor coaches employed under this contract will be equipped with the following amenities as a minimum:

- a. Over-head and under-vehicle luggage/equipment storage;
- b. Working air conditioning/heating/temperature control;
- c. Night time individual lighting for reading;
- d. Working Wi-Fi to accommodate all passengers up to bus capacity;
- e. Working electrical outlets to accommodate all passengers up to bus capacity;
- f. Working bathroom facilities;
- g. Functioning Video/DVD systems; and,
- h. Reclining seats.

Buses are required to stay with teams and provide transportation unless directed otherwise. The College will reserve and pay for one bus driver's hotel accommodations for overnight trips. All trips are subject to cancellation without penalty when Montgomery College and/or the hosting institution closes due to inclement/hazardous weather conditions. In the event of a scheduled event cancellation, the College reserves the right to reduce the contract by the amount of the listed flat rate price for that event. The event will be rescheduled as soon as the College can arrange a make-up date. Team participation in play-off and/or season-end tournaments depend on performance throughout the season. Thusly, event schedule(s) will change accordingly. The College will provide the successful contractors with as much advance notice as possible of cancelled, rescheduled, or added events.

**2.3 Offeror's Qualifications**

Successful Offerors must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

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**SECTION 2 – SCOPE OF SERVICES**

- 2.3.1 Offerors must have minimum of **five (5) years commercial experience** in providing transportation services. Experience in providing similar type of transportation services to high education institutions are preferred, but not required. A copy of business registration certificate must be included in the Offeror's technical submission.
- 2.3.2 Offerors must have sufficient, experienced and licensed staff to provide the required services for the duration of the contract.
- 2.3.3 Offerors must have access to the necessary equipment in order to perform the service required by this contract. Offerors must include proof of equipment owned/leased by the Offerors, and source for additional equipment when needed. See Section 2.4 for the detailed requirement of coach/bus requirements.
- 2.3.4 Offerors must include a vehicle maintenance plan to ensure all the vehicles are properly maintained and inspected per manufacturer's maintenance manuals and in compliance with all US Department of Transportation (DOT) federal Motor Carrier Safety Administration (FMCSA), State of Maryland and other states laws, regulations and statutes.
- 2.3.5 Offeror must have a transport emergency response plan to respond to emergency or roadside breakdown, especially for out of state trips.
- 2.3.5 The College shall be the sole judge in determining whether an Offeror is qualified. In evaluating each Offeror, consideration will be given to items including, but not limited to: references, reputation and experience of the Offeror, proof of equipment owned/leased, safety record, quality of performance of previous or current contracts and the sufficiency of the financial resources of the Offeror.

**2.4 Coach/Bus Requirements**

- A. All motor coaches/buses employed under this contract will be no more than 10 model years old and in good working condition; cleaned, bathroom sanitized, inspected, and mechanically serviced prior to use for the College. Proof of age and inspection must be provided when requested.
- B. All motor coaches/buses owned by awarded contractor(s) and provided for transportation services will comply with all US Department of Transportation (DOT) federal Motor Carrier Safety Administration (FMCSA) and State of Maryland laws, regulations and statutes.
- C. All services shall be performed with the standard of care, skill, and diligence normally provided by a contractor in the performance of the same services. The Contractor shall furnish all vehicles, equipment, personnel, supervision, schedule coordination, infrastructure, including dispatch system, maintenance, repairs, fuel, operational supplies, licenses, permits, and governmental approvals, if any, to operate transportation services for routes as appropriate.

**2.5 Driver Qualifications**

- A. Drivers shall fully trained qualified, and have a minimum two years' experience in driving similar commercial motor coaches.
- B. All drivers shall meet all licensing requirements of Maryland and/or any other applicable state Motor Vehicle Administration in which they operate; and, meet all federal and state Commercial Driver's License requirements.

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**SECTION 2 – SCOPE OF SERVICES**

- C. All drivers will be familiar with the Department of Transportation (DOT) rules and laws pertaining to the equipment being operated.
- D. Motor coach operators will have written instructions on the relative actions to be taken during an emergency or roadside breakdown. These instructions will include the handling of passengers and stowed equipment. These instructions will contain an emergency phone number list for obtaining emergency service as well a substitute bus if needed. The Offeror shall provide a copy of these instructions with the technical submission.
- E. All drivers will have a cell phone or similar device for emergency calls. In the event of an incident or emergency, vehicle operators shall immediately call 911 to contact the local police department to report all vehicle accidents regardless of severity, amount of damage, or party at fault. Copies of the official report, along with witness statement(s) and digital photos, shall be obtained by the Contractor and provided to the Director of Athletics with a formal written report within two (2) business days.
- F. Drivers will be fully briefed relative to destination and the most direct routing to this destination. Drivers will be aware of the needs of the College prior to arriving to load passengers. Driver's failure to know where he/she is destined and the best way to get there will not be tolerated.
- G. The driver must remain in close contact and proximity to the group to ensure the motor coach is available to the College person-in-charge at all times in the event of changes in schedule, pickups, etc.
- H. The College person-in-charge at the end of each round trip will evaluate drivers and equipment provided. A copy of the completed evaluation will be provided to the contractor.
- I. The College reserves the right to approve/disapprove all drivers, request copies of driving records for any driver provided and/or refuse any drivers proposed or provided by the contractor.

**2.6 Schedule of Events/Ordering**

The Athletics department will provide Team schedules in advance of each season (see Section 5). Otherwise, Athletics and or other departments within the College will request a reservation using a Travel Itinerary Request Form (Attachment F). Quotes shall be provided within no more than two (2) business days of receipt. The College may solicit quotes from all contract awardees for the trips not listed in Section 5.

**2.7 Contractor Performance Measures**

All services performed under the Contract shall be to the satisfaction of the College and in accordance with the terms, conditions, scope of services, and requirements of this RFP. Contractor's performance measurement include, but not limited to the following:

- A. Timely arrival and replacement of vehicles
- B. Customer Service
- C. Maintaining safety, vehicle maintenance, training, personnel, and operating records
- D. Operator appearance, training, and performance
- E. Required accident and incident reporting

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**SECTION 2 – SCOPE OF SERVICES**

**2.8 Notice to Cure**

The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract for default.

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**SECTION 3 – PROPOSAL SUBMISSION**

**3.1 Proposal Submission**

A submittal consisting of the Technical Proposal and the Price Proposal, in labeled separate envelopes, is required when responding to this Request for Proposal. Envelopes must be marked Technical Proposal or Price Proposal. **One original and five (5) copies** of the Technical Proposal are required. **One original** of the Price Proposal is required. *Originals* should be bound with binder clips or placed in three-ring binders, no spiral binding; copies may use any form of binding. Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, and the closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 3.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions; failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

**3.2 Required Technical Proposal Submittals**

**3.2.1 Technical Proposal to include the following:**

- Transmittal Letter
- Statement of Qualifications
- Maintenance and Safety Plans
- Transport Emergency Response Plan
- Completed Contractor Information Form (Attachment A)
- Completed Reference form (Attachment B)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda, if applicable
- Any exceptions to the College General Conditions and Instructions, if applicable
- Mid-Atlantic Purchasing Team Rider Clause (Optional)

**3.2.2 TRANSMITTAL LETTER**

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and include background, history and size of the organization, web presence, length of time required services listed herein have been provided, key business relationships, and contracting primary point of contact. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.



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**3.2.3 Statement of Qualifications**

This contract requires specialized services. Offeror's statement of qualifications must address the following:

- U.S. DOT and Motor Carrier numbers.
- Describe the type of license or certification (and authorizing state) held by the company for providing transportation. Include when and where obtained, and the expirations date(s). **Attach a copy of license or certification.**
- Describe Offeror's experience in performing the requested services;
- Describe minimum requirements for drivers to be hired, including education (high school diploma/GED/other) and CDLs. Describe employee procedures in place that would impact the College contract. Describe the company's process for verification of drivers' training, state CDL credentials, criminal background check(s), medical fitness certification to operate Offeror's vehicles, frequency of drug and alcohol screening, etc. The Winning Offeror(s) shall be financially responsible for education, training and background checks on all candidates. There will be no billing or charge to the College for Offeror's fees associated with education, training, and background verification.
- List current contracts (if any) with brief description for similar service contracts, past or present, with other colleges or universities (preferred, but not required). Include agency name, contract number, term, and client contact information (name, title, and email);
- Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.
- **Fleet Characteristics**  
Provide an itemized list of the vehicles to be used in providing the transportation services proposed by vehicle type, including passenger capacity for each vehicle and age (quantity, make, model, year, capacity, etc.). Indicate which vehicles are currently owned by the proposing organization, which (if any) are leased, and which (if any) would be acquired if the contract were awarded.
  - Describe the communications equipment and network for the vehicles;
  - Describe the standard and special equipment on the buses proposed for the College contract, e.g., public address (PA) system, GPS, Wi-Fi, Electrical Outlets, etc.

**3.2.4 Maintenance Safety Plans**

Describe the Offeror's preventive maintenance plan. List the number of maintenance employees. State whether maintenance work is done in-house or contracted out, and if contracted out, what type of work and where. Describe driver/operator procedures for identifying maintenance and safety needs. Provide the **most recent Company Safety Profile (CSP) from the FMCSA system.** (The College will download additional information from the FMCSA SAFER System).

**3.2.5 Transport Emergency Response Plan**

Describe Transport Emergency Response Plan in case of emergency or roadside breakdown.

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**3.2.6 Contractor Information Form (Attachment A)**

Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment A.

**3.2.7 Reference form (Attachment B)**

Offerors must complete REFERENCES form provided in Attachment B to submit **three (3) references** from current or former customers **within the past three (3) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the services required in this solicitation. The College reserves the right to reject a Proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the nonresponsive one.

**3.2.8 Subcontractors**

Each Offeror must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work in related to the delivery of this procurement.

**3.2.9 Acknowledgement of Receipt of Addenda, if applicable**

**3.2.10 Any exceptions to the College General Conditions and Instructions, if applicable**

**3.2.11 Mid-Atlantic Purchasing Team Rider Clause**

Use Form provided in Attachment E. This is an optional submission.

**3.3 Price Proposal**

The price(s) offered on the Price Proposal Form must include all charges and costs associated and incurred in the delivery of this procurement.

The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.

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**SECTION 4 – PROPOSAL EVALUATION AND AWARD**

**4.1 Evaluation**

**4.1.1 Evaluation Process**

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

Upon completion of the technical proposal evaluation, Price Proposals from only those Offerors who achieve a minimum 60% of total available technical scores, will have their Price Proposal opened. Proposals with technical evaluation score less than 60% of the total available technical scores will not be considered further.

**4.1.2 Evaluation Criteria**

Evaluation will be based on the following criteria:

**4.1.2.1 Technical Proposal (60% of total score)**

Technical Proposals will be evaluated by the College Selection Committee based on the following criteria:

- a. Qualifications and relevant experience of the firm
- b. Qualifications and technical competence of staff proposed to perform the required services
- c. Maintenance Safety Plans
- d. Transport Emergency Response Plan

**4.1.2.2 Price Proposal (40% of total score)**

Offeror's Price Proposal will be evaluated with the lowest responsive and responsible proposal price awarded the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal.

**4.2 Award**

Recommendation of contract award will be made in consideration of Technical Proposal and Price Proposal to the **three highest ranked responsible, responsive Offerors, on a primary, secondary and tertiary basis**, who can meet or exceed the terms, conditions, and scope of services of this solicitation. The Offeror with the highest scores will be recommended as primary contractor, and the next two highest scored firms will be recommended as secondary and tertiary contractors.

It is the College's intent to seek approval of contract award by the Board of Trustees at its meeting on **May 13, 2019**.

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**SECTION 4 – PROPOSAL EVALUATION AND AWARD**

**4.3 College's Rights**

The College reserves the following right to be exercised at its sole discretion:

- The College is the sole judge regarding the merits of any proposals and will award to the Offeror offering the proposal found to be most advantageous to the College, based on the criteria and factors set forth in the RFP.
- To reject any or all proposals and to make awards in the best interest of the College. The College also reserves the right to cancel the Request for Proposals in its entirety.
- To determine as sole judge the merits of any proposal. The College's decision will be final.
- To accept or reject any item, term, or condition of a proposal.
- The College also reserves the right to add or delete services and to negotiate pricing if it is determined to be in the best interest of the College to do so.

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**SECTION 5 - PRICE PROPOSAL FORM**

The following 2018-2019 Athletic Travel Schedules are used for the purpose of price proposal evaluation. Each year the travel schedule may subject to change. The majority of the destinations are fixed. Season-end games will depend on team performance. Prices shall be based on 55-passenger capacity coach, and shall include all expenses (labor, equipment, fuel, tolls, parking, gratuity etc.) for all games as listed. The men and women's teams travel together when schedules overlap. At such times, two pick up stops are required - #1 TP and #2 RV for basketball.

**2018-2019 Men's Basketball (Away Game Schedule)**

TRIP No.	Bus Size	Tot. PAX	Destination	Departure Date/Time	Campus Pickup/Return	Return Date/Time	Hotel (Yes/No)	Price
1	Full	25	CCBC-Dundalk, 7200 Sollers Point Road, Baltimore, MD 21222	11/7/18	TP/2:30P	TP/11:00P	N	
2	Full	25	Garrett College, 687 Mosser Road, McHenry, MD 21541	11/28/18	TP/12:00p	TP/2:00a	N	
3	Full	25	Westmoreland Community College, 1 Pavilion Lane, Youngwood, PA 15697	12/1/18	TP/7:00a	TP/10:00p	N	
4	Full	25	Howard Community College, 10901 Little Patuxent Pkwy, Columbia, MD	12/5/18	TP/2:30p	TP/12:00a	N	
5	Full	25	Allegany College of Maryland, 12401 Willowbrook Rd, Cumberland, MD	1/19/19	TP/8:00a	TP/9:00p	N	
6	Full	25	Prince George's Community College, 301 Largo Road, Largo, MD 20774	1/23/19	TP/2:30P	TP/11:00p	N	
7	Full	25	Baltimore City Community College, 2901 Liberty Heights Ave., Balt., MD	1/26/19	TP/10:30a	TP/7:00p	N	
8	Full	25	Potomac State College, 101 Fort Avenue, Keyser, WV 26726	1/28/19	TP/12:00p	TP/1:30a	N	
9	Full	25	NOVA Community College, 6699 Springfield Ctr. Dr., Springfield VA	2/4/19	TP/1:30p	TP/12:00a	N	
10	Full	25	Frederick Community College, 7932 Opossumtown Pike, Frederick, MD	2/6/19	TP/1:30p	TP/12:00a	N	
11	Full	25	MD JUCO Tournament (Hagerstown CC)	2/14-17/19	TP	TP	N	
12	Full	25	DII Region XX Tournament, Cecil College 1 Seahawk Drive, North East, MD 21901	3/8-10/19	TP/2:00	TP/11:00	N	
13	Full	25	*DII National Tournament, Danville, IL	3/19-23/19	TP	TP	Y	

**2018-2019 Women's Basketball**

TRIP No.	Bus Size	Tot. PAX	Destination	Departure Date/Time	Campus Pickup/Return	Return Date/Time	Hotel (Yes/No)	Price
1	Full	25	CCBC Catonsville	10/27-28/18	RV/TBD	RV/TBD	N	
2	Full	25	Louisburg College	11/2-3/18	RV/TBD	RV/TBD	Y	
3	Full	25	CCBC-Dundalk	11/7/18	RV/1:30P	RV/12:00a	N	
4	Full	25	Garrett College, McHenry, MD 21541	11/28/18	RV/1:00p	RV/1:00a	N	
5	Full	25	Westmoreland Community College	12/1/18	RV/8:00a	RV/9:00p	N	
6	Full	25	Howard Community College	12/5/18	RV/3:30p	RV/11:00p	N	
7	Full	25	Allegany College of Maryland	1/19/19	RV/9:00a	RV/8:00p	N	
8	Full	25	Prince George's Community College	1/23/19	RV/1:30P	RV/12:00a	N	
9	Full	25	Baltimore City CC	1/26/19	RV/9:30a	RV/8:00p	N	
10	Full	25	Potomac State College	1/28/19	RV/1:00p	RV/12:30a	N	
11	Full	25	NOVA Community College,	2/4/19	RV/2:30p	RV/11:00p	N	
12	Full	25	Frederick Community College	2/6/19	RV/2:30p	RV/11:00p	N	
13	Full	25	Region XX Tournament, Cecil College	3/7-10/19	RV/2:30p	RV/11:00p	N	

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**SECTION 5 - PRICE PROPOSAL FORM**

**Men's Baseball (2019 Away Game Schedule)**

TRIP No.	Bus Size	Tot. PAX	Destination	Departure Date/Time	Campus Pickup/Return	Return Date/Time	Hotel (Yes/No)	Price
1	Full	35+	Surry Community College, 630 S. Main St, Dobson, NC 27017 and Rockingham Community College, 215 Wrenn Memorial Road, Wentworth, NC 27375	2/21/19	GT	2/24/19	Y	
2	Full	35+	Shenandoah University, 1460 University Drive, Winchester, VA 22601	2/26/19	GT	2/26/19	N	
3	Full	35+	Delaware Tech, 100 Campus Drive, Dover, DE 19904	3/3/19	GT	3/3/19	N	
4	Full	35+	College of Southern Maryland	3/6/19	GT	3/6/19	N	
5	Full	35+	Frederick Community College, 7932 Opossumtown Pike, Frederick, MD	3/21/19	GT	3/21/19	N	
6	Full	35+	Prince George's Community College, 301 Largo Road, Largo, MD 20774	3/23/19	GT	3/23/19	N	
7	Full	35+	Garrett Community College, 687 Mosser Road, McHenry, MD 21541	3/26/19	GT	3/26/19	N	
8	Full	35+	Hagerstown Community College, 11400 Robinwood Drive, Hagerstown, MD	3/28/19	GT	3/28/19	N	
9	Full	35+	Cecil College, 1 Seahawk Drive, North East, MD 21901	3/30/19	GT	3/30/19	N	
10	Full	35+	Stevenson University, 1525 Greenspring Valley Road, Stevenson, MD	3/31/19	GT	3/31/19	N	
11	Full	35+	Allegany College of Maryland, 12401 Willowbrook Rd, Cumberland, MD 21502	4/4/19	GT	4/4/19	N	
12	Full	35+	CCBC Essex, 7201 Rossville Blvd., Baltimore, MD 21237	4/13/19	GT	4/13/19	N	
13	Full	35+	CCBC Catonsville, 800 S. Rolling Road, Catonsville, MD 21228	4/20/19	GT	4/20/19	N	
14	Full	35+	St. Mary's College, 47645 College Drive, St. Marys City, MD 20686	4/23/19	GT	4/23/19	N	
15	Full	35+	Chesapeake College, 1000 College Circle, Wye Mills, MD 21679	4/27/19	GT	4/27/19	N	

**Women's Softball (2019 Away Game Schedule)**

TRIP No.	Bus Size	Tot. PAX	Destination	Departure Date/Time	Campus Pickup/Return	Return Date/Time	Hotel (Yes/No)	Price
1	Full	20+	CCBC Catonsville	3/13/19	RV	3/13/19	N	
2	Full	20+	Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015	3/16/19	RV	3/16/19	N	
3	Full	20+	College of Southern Maryland	3/23/19	RV	3/23/19	N	
4	Full	20+	CCBC Dundalk, 7200 Sollers Point Road, Baltimore, MD 21222	3/27/19	RV	3/27/19	N	
5	Full	20+	Garrett Community College, 687 Mosser Road, McHenry, MD 21541	4/6/19	RV	4/6/19	N	
6	Full	20+	Frederick Community College, 7932 Opossumtown Pike, Frederick, MD	4/17/19	RV	4/17/19	N	

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**SECTION 5 - PRICE PROPOSAL FORM**

\*Campus Pickup and Return:

- RV** Rockville Campus, 51 Mannakee Street, Rockville, MD 20850, in front of the Counseling and Advising Building (CB/Security – Lot #11);
- TP** Takoma Park/Silver Spring Campus, 7600 Takoma Avenue, Takoma Park, MD 20912, in front of Falcon Hall.
- GT** Germantown Campus, 20200 Observation Drive, Germantown, MD 20876, in Lot #1.

The times noted in the schedules listed above are approximate times based on the best information available at the time of the RFP, and are therefore subject to change. Please also note that the teams often stop for food after games. The College is asking for a per trip price for each game.

Total price for all game trips listed above: \$ \_\_\_\_\_

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

*By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the RFP specifications, stipulations, and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.*

\_\_\_\_\_  
Company Name Name

\_\_\_\_\_  
Title Authorized Signature and Date

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**ATTACHMENT A - CONTRACTOR INFORMATION FORM**

A.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

\_\_\_\_\_

A.2 Minority Contractor: Yes  No

If yes, please specify minority classification \_\_\_\_\_

A.3 Price adjustment (is  is not ) necessary for other public agencies as listed.

A.4 Please list any exceptions taken to any terms and conditions listed in the RFP. Please note any exceptions taken may affect the award of a contract or purchase order.

A.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes  No

A.6 Please provide the following information:

Company Name		Years in Business	
		U.S. DOT Number	
Federal Tax Number		Dun & Bradstreet Number	
Street Address		City, State, Zip Code	
Telephone Number		Fax Number	
Contact Person		Title	
Cell Number		E-Mail Address	

Company Name

Name

Title

Authorized Signature and Date



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**ATTACHMENT B – REFERENCES**

<b>REFERENCE 1</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

<b>REFERENCE 2</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

<b>REFERENCE 3</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	

Please note: References listed must be able to confirm the Offeror’s ability to provide the services requested in this RFP document.

References submitted by

\_\_\_\_\_

Company Name

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**ATTACHMENT C – NO PREPROPOSAL RESPONSE FORM**

Please be advised that our company does not wish to submit a proposal in response to the above-captioned RFP for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

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Company Name \_\_\_\_\_ Name \_\_\_\_\_

Street Address \_\_\_\_\_ Authorized Signature and Date \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Title \_\_\_\_\_

Please return to:    Montgomery College Office of Procurement 9221 Corporate Boulevard Rockville, Maryland 20850
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**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: ATHLETICS TRANSPORTATION SERVICES**  
**RFP NUMBER: 419-002**  
**RFP CLOSING DATE AND TIME: 3/11/2019 at 3:00 PM**

**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS**

**ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Vice President of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

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**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

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**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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**NON-VISUAL ACCESS** The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.”

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor’s performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder’s experience with projects that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS**

**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. \_\_\_" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.



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**ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

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**ATTACHMENT E – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**



**Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

**Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
  - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
  - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
  - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
  - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
  - 2.3 Contract obligations rest solely with the participating entities only;
  - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

[www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and  
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>



**MONTGOMERY  
COLLEGE**

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**ATTACHMENT F – TRAVEL ITNERARY FORM**

**Travel Dates and Times**

Depart: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM (Pick-up Time at Point of Origin)

Return: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM (Departure Time from Destination)

**Departure and Return Location (Point of Origin)**

Location: Montgomery College

*Campus:*

\_\_\_ Rockville  
51 Mannakee Street  
Rockville, MD 20850

\_\_\_ Germantown  
20200 Observation Drive  
Germantown, MD 20876

\_\_\_ Takoma Park/Silver Spring  
7600 Takoma Avenue  
Takoma Park, MD 20912

**Pickup/Drop-off Campus Building:** \_\_\_\_\_

*Other:* \_\_\_\_\_

**Bus Information**

Total number of passengers: \_\_\_\_\_ (Number of students \_\_; staff \_\_; faculty \_\_; other \_\_)

Full Size Bus \_\_\_\_\_  
(with rest room)

Mini Bus \_\_\_\_\_  
(no rest room; generally fewer than 30 seats depending on bus company)

**Bus Service** *Check one:*

- The bus is required to stay and provide transportation.
- The bus is required to provide **only** drop-off and pick-up service.

**Travel Information**

Trip Name and Purpose:  
Sponsoring Department and/or Organization:

**Destination:**

Game/Event Location

Name:  
Address:

Hotel Information (College must reserve/pay for driver's room)

Name:  
Address:

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
**REQUEST FOR PROPOSAL TITLE: ATHLETICS TRANSPORTATION SERVICES**  
**RFP NUMBER: 419-002**  
**RFP CLOSING DATE AND TIME: 3/11/2019 at 3:00 PM**

**ATTACHMENT F – TRAVEL ITNERARY FORM**

## Bus Travel Itinerary

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**CHARTER #** \_\_\_\_\_

City/State:    City/State:

Telephone Number:    Telephone Number:

**Additional Sites at Destination** (attach additional page/s if necessary):

Name/Place:	Name/Place:
Address:	Address:
City/State:	City/State:
Date/Times:	Date/Times:

Name/Place:	Name/Place:
Address:	Address:
City/State:	City/State:
Date/Times:	Date/Times:

### **Contact Information**

#### **Trip Information**

Contact: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_  
(for faculty/staff traveling on bus)

Department: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_  
(for faculty/staff traveling on bus)

Department: \_\_\_\_\_ Phone Number: \_\_\_\_\_

*If different people, one of the two contacts can be the coordinator making the trip arrangements for the office or program. The other contact should include a coordinator who will travel on the bus with the group and can be contacted for information on the day of the trip by the bus company if necessary.*

### **Additional Requirements and Comments**

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