

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 5/8/2020 at 3:00 PM



ADDENDUM #4
Issued: April 28, 2020

ADDENDUM FOR THE PURPOSE OF:

1. To extend the RFP closing due date and time to **May 8, 2020 at 3:00 PM.**
2. To replace the original Section 5 – Price Proposal with the new **Section 5 – Revised Price Proposal.** Please use the revised Price Proposal form for submission. **Failure to do so will deem your proposal non-responsive.**

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and include in the Technical Proposal submission. 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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
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SECTION 5 – REVISED PRICE PROPOSAL

DESCRIPTION	UNIT OF MEASURE	TOTAL PRICE
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In accordance with the terms, conditions, and specifications of RFP 420-008. Hourly rates extended for evaluation. Offerors must provide the pricing for each line item to be considered forward. Failure to do so may deem an Offeror non-responsive.

BASE PRICING:

1. Shuttle #1: Hourly Rate for Daily Shuttle Service, Monday-Thursday In-service 12 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 12 Hours/day x 4 days =1 week x 30 weeks + 1 day
2. Shuttle #2: Hourly Rate for Daily Shuttle Service, Monday-Thursday In-service 12 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 12 Hours/day x 4 days =1 week x 30 weeks + 1 day
3. Shuttle #3: Hourly Rate for Daily Shuttle Service, Monday-Thursday In-service 12 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 12 Hours/day x 4 days =1 week x 30 + 1 day
4. Shuttle #1: Hourly Rate for Daily Shuttle Service, Friday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 Hours/day x 1 day =1 week x 30 weeks
5. Shuttle #2: Hourly Rate for Daily Shuttle Service, Friday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 Hours/day x 1 day =1 week x 30 weeks
6. Shuttle #3: Hourly Rate for Daily Shuttle Service, Friday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 Hours/day x 1 day =1 week x 30 weeks

TOTAL PRICE FOR ACADEMIC YEAR: \$ _____
 (Lines 1 through Line 6)

ADDITIONAL PRICING:

7. Hourly Rate for Non-service Time State # of Additional Billable Hour(s) Per Day: _____ State Purpose of Additional Time: _____	\$ _____ _____ _____	
8. Wrapping Bus in Vinyl for Promotion	\$ _____ (Per Bus)	

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION
SERVICES RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 5/8/2020 at 3:00 PM

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 3:00 P.M.



ADDENDUM #3
Issued: April 23, 2020

ADDENDUM PURPOSE:

1. To change instructions for proposal delivery, as outlined on following page.
2. To change submittal deadline time to 3:00pm.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
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 EMAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 3:00 P.M.

UPDATED VENDOR PROPOSAL DELIVERY INSTRUCTIONS

1. All vendor proposals must be submitted electronically, via one email, in two separate attachments. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**.

Electronic submittals shall be emailed to the following email address prior to the proposal submittal deadline date and time: Vendor.proposals@montgomerycollege.edu. Electronic proposal submittal is based on Eastern Standard Time (EST). *Any proposal received at the above email address, after the EST submittal deadline, will be automatically rejected. It is Offeror's sole responsibility to ensure the complete electronic submission is securely delivered and received by the College Procurement Office.*

Subject line of email must include the following:

Vendor Response to RFP No. 420-008
Shuttle Bus Transportation Services
Closing Date and Time: May 1, 2020 at 3:00 P.M.

2. A single, **sealed**, original (Technical and Price) hardcopy proposal must be delivered to the following address:

Montgomery College
Central Receiving Department
c/o: Office of Procurement
7602 Standish Place
Rockville, MD 20855

The following information shall be included on exterior of delivery package:

Vendor Response to RFP No. 420-008
Shuttle Bus Transportation Services
Closing Date and Time: May 1, 2020 at 3:00 P.M.

Proposals shall be certified, **wet** signed, and dated by a bona fide agent of the Offeror and include minority classification, if applicable. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 2:00 P.M.



ADDENDUM #2
Issued: April 15, 2020

ADDENDUM FOR THE PURPOSE OF:

1. In response to the COVID-19 Coronavirus, the proposal submission and delivery location has been changed to the following:

Montgomery College
Central Receiving Department
7602 Standish Place
Rockville, MD 20855
Opening Hours: 9:30 a.m. to 2:30 p.m., Monday to Friday, except for College Holidays
Phone: 240-567-5282

2. To change the proposal closing time to **2:00 p.m. on May 1, 2020.**
3. To provide answers to additional vendor questions on the following four (4) pages. Click on the following link to access samples of ridership metrics and trip logs: https://montgomerycollege0-my.sharepoint.com/:x:/g/personal/jpace11_montgomerycollege_edu/Efgr8a-HSO9FoD0pLkqmMyYBqXSQJNvSiWMYdCYVA6aQaw?rtime=oLwWWknh10g

All other specifications, terms and conditions remain unchanged.

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Patrick Johnson, MBA
Director of Procurement

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NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID 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 PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 2:00 P.M.

QUESTIONS	ANSWERS
<p>1.) The current operation hours for each Bus (Three (3) Separate Bus Routes) runs from 7:00 AM to 7:00 PM, Monday through Thursday equaling One Hundred and Forty-Four Service Hours (144) per Week and 8:00 AM to 4:30 PM on Friday equaling Eight and One Half (8.50) Service Hours per week for a total Service Hours required of One Hundred and Sixty-Nine and One Half (169.50) total Service Hours in a week. Section 2.3.1 identifies the total Service Hours in a week as One Hundred and Sixty-Eight (168) Service Hours. Please explain the discrepancies in the Service Hours stated and calculated in the RFP.</p>	<p>Friday only has eight service hours as the driver's thirty-minute unpaid lunch break is included in the schedule and the rest breaks are factored in as operating time. Monday to Thursdays breaks are part of non-service time charges.</p>
<p>2.) Section Five-Price Proposal identifies Shuttle #1 Service Hours per week as Forty (40) Five (5) days a week, Shuttle #2 Service Hours per week as Forty (40) Five (5) days a week and Shuttle #3 Service Hours per week as Thirty-Two (32) Four (4) days a week. That totals One Hundred and Twelve (128) Total Service Hours in a Week. We calculate that Shuttle # 1 has Fifty-Six and One Half (56.50) Service Hour in a Week, Shuttle # 2 has Fifty-Six and One Half (56.50) Service Hour in a week and Shuttle # 3 has Fifty-Six and One Half (56.50) Service Hour in a Week, for a Total Service Hours of One Hundred and Sixty-Nine and One Half (169.50) in a week. Your RFP totals the Total Service Hours in a week at One Hundred and Sixty-Eight (168). Please explain the Forty (40) discrepancy in the Service Hours stated and calculated in the RFP and Section Five-Price Proposal.</p>	<p>Each shuttle has an operating time of 56 hours per week. Garage time/non-operating time is up to the operator to propose for each route. Additional hours may be added upon request of the college each semester. Bus 1 and two operate from 7am to 7pm, Monday to Thursday. See #1 for Friday explanation.</p>
<p>3.) RFP lists One Hundred and Twenty-One (121) days for Monday through Thursday for Thirty (30) weeks. Where does the additional day come into the schedule?</p>	<p>Fall Semester is scheduled for 61 days Monday to Thursdays and Spring Semester has 60 days.</p>

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 2:00 P.M.

4.) Please define “Environmentally Responsible” as mentioned in 2.2 Scope of Work.	Maintaining to operate the buses as intended and making the more environmental choice of vehicles when financially feasible.
5.) Does the contractor own the buses?	Yes.
6.) Does MC have campus wide Wi-Fi? Can Contractor log into that Wi-Fi system for its buses?	No to both questions.
7.) If MC revokes Vehicle Storage, does MC pay for charges incurred by Contractor to secure alternate Vehicle Storage?	MC will not revoke vehicle storage.
8.) Does MC require a Supervisor and/Dispatcher to be in compliance?	Refer to 2.3.4 SHUTTLE MANAGEMENT
9.) Does MC provide maintenance facilities on site?	MC does not provide maintenance facilities on site.
10.) Does MC provide safe and secure parking lot for buses, and employee’s personal vehicles?	Parking is on surface lots and at the risk of the parker. MC Public Safety does patrol all lots and garages.
11.) Does MC provide fuel on site?	MC does not provide fuel on site.
12.) Are the Drivers Employees of Contractor?	Yes, shuttle bus drivers are employees of the Contractor.
13.) Are the current Drivers unionized?	The College has no knowledge of a Collective Bargaining Agreement for the drivers.
14.) Provide a copy of a current billing statement.	Not relevant to this RFP.
15.) Provide the Total Miles driven for all Three (3) routes annually.	The mileage of the routes is around 85,000 annually, but it can vary depending on the exact route taken as the best route per the traffic to be used between each campus is encouraged.
16.) Does MC have an existing “GPS Tracking and Web Application” App where passengers can track the shuttle? Can Contractor integrate into that App?	GPS Tracking and Web Application are provided by the contractor.
17.) Does MC require automatic annunciators within the vehicles to announce each stop, or may the drivers announce via public announcement system?	Automatic annunciators are not required.
18.) Provide example of monthly ridership metrics and trip logs as a reference for passenger volume daily.	See item #3. .
19.) Does MC require a manual, swipe or automatic rider count mechanism for student boarding?	3.2.1.9 Describe procedures for capturing and reporting rider headcount information. Up to contractor to determine how it is done.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 2:00 P.M.

20.)What is the Preferred Method for verification for student boarding?	Montgomery College Student ID.
21.)Does MC require Low Floor Transit Buses or Truck Buses?	Not defined in the RFP and would be the operator's choice.
22.)Does MC require that the buses have a secondary midship door?	No.
23.)Does MC allow a "Made Whole Provision" regarding the Contractors capital outlay? Please provide acceptable language used in the contract.	No.
24.)Can you provide a copy of the Mid-Atlantic Purchasing Team Rider Clause (Attachment E) for our review and reference?	Please refer to the links provided at the bottom of page 40, ATTACHMENT E.
25.)Due to the timing of the bid as it relates to the start date of the contract, will MC allow contractors to utilize vehicles over the useful life and mile requirements while awaiting the arrival of new equipment?	No, any vehicle used should meet the requirement with the exception of the branding.
26.)Would MC allow a Thirty-Eight (38) Passenger plus a Driver Truck Bus to be utilized for this Contract?	The RFP requirement is 40 passengers when no wheelchairs are on the bus.
27.)Due to the timing of the RFP as it is related to the start time of the contract, does MC retain the ability to extend the current contractors agreement for an amount of time necessary for a successful bidder to procure the contracted capital assets?	Not with the new service start date. Refer to Addendum #1.
28.)The cost of uniforms borne by the Contractor? Can the uniform be limited to an embroidered shirt with the Contractor's logo and black and/or navy pants?	Yes.
29.)Please designate the parking location and address at Montgomery College for the buses. The location of the parking facility will help determine total mileage and possible deadhead times for the various bus routes.	Rockville Campus, 51 Mannakee Street, Rockville, MD 20850 in a campus lot for two shuttles. Takoma Park/Silver Spring Campus, 7600 Takoma Avenue, Takoma Park, MD 20912 on a surface lot off of King Street by the Morris and Gwendolyn Cafritz Foundation Arts Center (CF).
30.)Please clarify unit specifications. We take the specs referenced in 2.3.1 and 2.3.2 to mean there should be four fold-down seats in each unit that can be retracted to allow for wheelchair lockdown and then extended for additional seating if there are no wheelchair passengers. Is this correct?	Yes.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 2:00 P.M.

31.) Is there a CBA in place that the vendor should be aware of?	Not that the College is aware of.
32.) Can we obtain a copy of the current/suggested Staffing Plan and/or Org Chart?	Not a requirement for the operator to provide. Meeting the requirement of the current schedule is the responsibility.
33.) Can Montgomery College provide a current Wage Schedule?	The College does not have that information.
34.) Can Montgomery College provide a detailed shuttle route with daily mileage?	The routes are campus to campus but can change based on the best route given traffic.
35.) Can the College provide the current Service Level Agreements?	Please refer to Section 1.16 of the RFP documents.
36.) MAPT, is the RFP requesting that we participate in the councils?	No.
37.) On page 30, A.3 the price adjustment is or is NOT necessary for other public agencies?	Pricing available to other public agencies should be consistent to MC pricing.
38.) Can you provide examples of needs that may be requested by other public agencies that may or may not determine if there will be price adjustments?	The College is unable to provide that information as it is up to the public agency to determine if it is a viable contract to ride.
39.) On page 24, section 3.2.1.4 the license and certification section. Are you looking for a specific business certificate or a W-9?	License from a government licensing authority.
40.) Regarding the buses and their route assignments, are each of the two 40 passenger buses assigned to each of the two routes, and then the 24-passenger bus is added to the Tacoma Park/Rockville route as an additional?	No, the two shuttles that service the TPSS-Rockville runs are forty passenger buses. The Rockville – CT – Germantown run is a 24 passenger.
41.) Are the current buses used by Reston Limo still valid to perform the new contract (i.e. less than 7 years old or no more than 100,000 miles each)? If so, wouldn't this pose a significant advantage for the incumbent, having vehicles that may very well already be paid off, already semi-wrapped. Would the college consider accepting only new vehicles, or 2018/2019 model year or newer to make all things equal?	The requirements of the vehicles in the RFP remain unchanged. The vehicle requirements should not be designed to discourage competition, as it is not in the best interest of the College to do so. If your firm has newer model vehicles, you are welcome to respond to this RFP.
42.) Would the college be able to provide any info on loss runs as it pertains to the shuttle over the last five years?	There is no information on loss runs available at this time.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 3:00 P.M.



ADDENDUM #1
Issued: March 31, 2020

PURPOSE OF ADDENDUM:

1. To extend the proposal submittal due date to: **May 1, 2020 at 3:00 P.M.**
2. To extend the question submittal deadline to: **April 6, 2020 at 12:00 P.M.**
3. To revise the third sentence of section **1.17 (Contract Term)** to read:
"The service will start on January 25, 2021, when classes for the Spring 2021 semester begin."
4. To revise the third sentence of section **1.18 (Contract Pricing)** to read:
"All Offerors must hold their proposal prices for 180 days after the proposal closing date, but prior to the contract award."
5. To provide questions and answers on following two pages.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

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

Company Name

Authorized Signature

Date

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MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 3:00 P.M.

QUESTION:	ANSWER:
1.) Do the vehicles currently in use meet the specifications of the RFP?	Not all specifications are on the current vehicles. More specifically, the 40-passenger vehicle currently in use is not wrapped and branded as it was later added to the service in response to demand for the route to which it is dedicated.
2.) What does the College expect in regards to spare vehicles? Would replacements be wrapped, branded, and dedicated to match the 3 in service or is a non-dedicated vehicle with the contractor's logo an acceptable spare?	Replacement vehicles do not have to be wrapped. However, an approved temporary route sign is required to be in place.
3.) There are 2 different vehicle specifications, does the College desire a spare for each vehicle type or will one spare suffice for both types? If one, which size?	One size spare will suffice for both types, preferably a 40-passenger vehicle.
4.) How many miles does the service cover per day?	Monday through Thursday @1,100 a day. Friday @400 a day.
5.) In light of Coronavirus (COVID-19), would you consider accepting a full electronic proposal copy via email in lieu of printed copies? Additionally, please advise if electronic copies of signatures/seals/notaries are acceptable, we are happy to provide hard copies if required at a future date. With offices closing around the nation, it will be difficult to produce hard copies during this time. Could this be addressed as soon as possible?	At this time, no electronic submissions will be accepted. Should that change, all vendors of record will be notified, via the issuance of an additional addendum.
6.) With many manufacturers and vendors also affected by Covid-19, would you consider a one-week due date extension till April 17th to accommodate this impact?	Refer to item #1.
7.) Would Montgomery College consider a 5-Year term of the agreement as opposed to a one-year base term, with 4, 1 year options?	No. Contract terms are consistent with College Policy.
8.) The RFP states that Montgomery College will provide parking for the buses while not in service. We assume that means the vendor is provided small office space as well, is that correct?	An office is not provided.
9.) What type of AVL technology is being used today?	Ride Systems is currently used.
10.) Who is the current provider of the services?	Reston Limousine & Travel Service, Inc. is the current provider.

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REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: MAY 1, 2020 @ 3:00 P.M.

11.)What is the current hourly billing rate for the services?	Not relevant to the RFP.
12.)Are the drivers currently covered by a Collective Bargaining Agreement, if so, please provide a copy, or the name and contact of the local union.	The College has no knowledge of the vendor's Collective Bargaining Agreement.
13.)Please confirm the total annual estimated billing hours for the service.	Estimated billing @5,100 operational hours. Billing hours is up to the vendor to propose based on the operation.
14.)Will the College consider a longer initial contract term of 2 or 3 years?	No. Contract terms are consistent with College policy.
15.)Does the College want the operator to use the current GPS system or may we suggest our own?	Contractor can use their own GPS system.
16.)What are the required specifications for the security cameras?	The passenger access and seating areas should be recorded.
17.)Is there currently Manager/Supervisor dedicated to the shuttle bus program?	There is one main point of contact, but MC is not their only contract.
18.)Is an on-site manager required?	No on-site manager required.
19.)The Price Proposal sheet says three routes of 8 hours each, but based on the route schedule, there are 2 routes of 10-11 hours each (except Friday). Please clarify.	Four days a week three buses at 12 hours operational time and three buses for 8 operational hours each on Fridays.
20.)Price Proposal sheet asks for wrap price. This price will vary on design and area covered. Should the operator base the price on the wraps on the shuttles currently used?	Yes. Base price on the 24-passenger shuttle. The college marketing department may change the current design.
21.)What route is the 40-passenger shuttle assigned to?	The 40-passenger shuttle services the route that provides transportation between the Takoma Park/Silver Spring and Rockville campuses (two shuttles).

*****END OF QUESTIONS AND ANSWERS*****



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL
RFP NO.: 420-008
SHUTTLE BUS TRANSPORTATION SERVICES

All proposals MUST BE RECEIVED in the Procurement Office BY **3:00 p.m. local time on April 10, 2020.**

Proposals will not be accepted via facsimile or electronic mail.

Prices must remain firm for 120 DAYS from the RFP closing date up to the date when the contract is signed.

Proposal Bond Requirements: NONE

**Performance, Labor and
Material Bond requirements:** NONE

Pre-proposal Conference: NONE

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 black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
SECTION 1 – PROPOSAL AND CONTRACT INFORMATION	1
SECTION 2 –SCOPE OF WORK/SPECIFICATIONS.....	10
SECTION 3 – PROPOSAL SUBMISSION.....	23
SECTION 4 – PROPOSAL EVALUATION AND AWARD	27
SECTION 5 – PRICE PROPOSAL	29
ATTACHMENT A – CONTRACTOR INFORMATION FORM.....	30
ATTACHMENT B – REFERENCES.....	31
ATTACHMENT C – NO PROPOSAL RESPONSE FORM.....	32
ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS	33
ATTACHMENT E – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE.....	40

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with intercampus shuttle bus transportation services, in accordance with the terms, conditions, and specifications 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 Proposal Submittal Due Date

All responses to this Request for Proposal must be delivered and received by the Montgomery College Office of Procurement, located at 9221 Corporate Boulevard, Rockville, Maryland 20850 **by 3:00 p.m. on April 10, 2020**, 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 wet 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.

1.3 Contact Information

Requests for information or clarification should be directed to Chiquita Manago Haywood, Purchasing Agent via email at chiquita.manago@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this RFP. No oral explanation or interpretation of the meaning of the RFP documents will be binding in any manner to modify or change any part of the RFP documents. **All inquiries and questions must be submitted in writing and received by 12:00 p.m. on March 30, 2020.**

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the RFP 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 <http://www.montgomerycollege.edu/procure/>. 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.5 Proposal Validity

Offerors must hold their proposal prices for 120 days after the RFP closing date and prior to 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.

1.6 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, General 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.

1.7 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.

1.8 References

The Offeror must provide **three (3) references**, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.10 Proposal Evaluation

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

1.10.1 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:

1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.

1.10.1.2 Offeror is financially stable.

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

1.10.2.1 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.

1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11 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:

1.11.1 Failure to meet the mandatory specifications and requirements.

1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.

1.11.3 Failure to supply appropriate and favorable client references.

1.11.4 Submittal of an incomplete Price Proposal page.

1.11.5 Failure to sign the proposal.

1.11.6 Failure to return any addenda acknowledgements

1.11.7 Submittal of conditional, alternate, or multiple proposals.

1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.12 Required Submittal List

See Section 3 for the proposal submission requirements.

1.13 Failure to Submit

Failure to provide any of the items noted in Section 3 may deem a proposal non-responsive.

1.14 Estimated Contract Quantities

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.15 Contract Award

Recommendation of contract award will be made to the highest scored, most responsive, responsible Offeror meeting or exceeding all RFP terms, conditions, and specifications of the solicitation.

It is anticipated that approval of award recommendation will be made **at the May 18, 2020 meeting of the College's Board of Trustees, subject to approval by the Board of Trustees.** 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. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFP does not commit the College to award a contract. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College.

1.16 Contract Documents

The Request for Proposal in its entirety, the accepted Offeror's proposal, the College purchase order and Change Orders, if any, 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.

1.17 Contract Term

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be one (1) year from date of award. **The service will start on August 31, 2020**, when classes for the Fall 2020 semester begin. At the sole option of the College, the contract may be renewed for four (4) one-year extensions 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.

1.18 Contract Pricing

Submitted pricing must include all costs and are to remain fixed for the first year. No allowance will be made at a later date for additional costs due to the Offeror's omission. All Offerors must hold their proposal prices for 120 days after RFP closing 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.19 Contract Price Adjustment

Contract prices shall remain fixed for the initial term. Requests for price adjustment after the 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(s), should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. All contract price adjustment requests, along with supporting documentation must be sent to the Director of Procurement via email at patrick.johnson@montgomerycollege.edu. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

1.20 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. Any agreed-upon modification or amendment must be in writing and signed by both parties.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.21 Insurance Requirements

The Contractor shall maintain such insurance that 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. Certificate of insurance is due within 10 days of notice of award.

The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and 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.

Comprehensive Automobile Liability - Providing bodily injury and property damage coverage for owned 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

Additional Insured – Montgomery College shall be named as an additional Insured on all liability policies.

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contract has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during the life of contract shall be grounds for immediate termination of contract.

1.22 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. 420-008**. Current certificates must be provided to the College throughout the contract term.

1.23 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.

1.24 Contract Data

The Contractor is required to provide the College with detailed data concerning the contract during the contract year or at the request of the College at other times. The College reserves the right to audit the Contractor's records to verify the data. These data may include, but are not limited to, ridership, on time history, vehicle emissions tests, miles traveled, and evidence that the buses used meet all FMCSA, OSHA, state, and local standards and requirements.

1.25 Ownership of Documents and Information

In the event the Contract is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media, all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the express written consent of Montgomery College.

1.26 Loss of or Damage to Data

In the event of loss or damage to any College data or records where such loss or damage is due to the intentional act, misconduct, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost or damaged data in the manner and on the schedule set by the College Contract Administrator.

1.27 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.28 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.

1.29 Contract Cancellation/Termination

If the Contractor defaults in its agreement to provide critical personnel or equipment impacting immediate delivery of services to the College's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the College shall promptly notify the Contractor of such default and if adequate correction is not made within 48 hours, the College may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice.

1.30 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. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Boulevard, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.31 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.

1.32 Advertising

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

1.33 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION-continued

1.34 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. 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves approximately 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, 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. The College's shuttle bus program was initially launched in 2014. Since then, it has been expanded to provide transportation options for students, faculty and staff. The Shuttle Bus program and the related contract is managed by the College Parking and Transportation unit in the Central Facilities Office.

2.2 Scope of Work

This Request for Proposal is for an intercampus shuttle bus transportation services contract for fare-free fixed shuttle bus routes at designated stops on College campuses at Germantown, Rockville, and Takoma Park/Silver Spring, based on MC transportation timetables for the academic year (fall and spring semesters only [15 weeks each], with no summer service, and no weekend service). At the time of the contract award, both parties must agree upon the schedule requirements, and the Contractor shall attend planning and implementation meetings at the College as required. The Contractor shall provide shuttle services for mutually agreed upon routes, Monday through Friday. Shuttle services will operate during the Fall and Spring Semesters when classes are in session for a minimum of thirty (30) weeks, with a current total of 121 Monday – Thursday and 30 Fridays. Shuttle services will not be operational during holiday breaks. Authorized holidays are Labor Day, Thanksgiving Day and the day following Thanksgiving, the week of Spring Break, and any additional days mutually agreed upon by the College and the Contractor. Academic year calendars and campus maps are available online at <http://www.montgomerycollege.edu/>. Any suggested schedule alterations during the course of the contract must be approved in advance by the MC Parking and Transportation Manager, unless such deviations are necessary due to traffic congestion, traffic accidents, construction, natural disasters obstructing roadways, etc. The Contractor shall maintain the established route and schedule requirements in a time-efficient manner. The College reserves the right to extend locations and add or remove stops and expand schedule offerings to meet the needs of the College community.

Responses should propose the provision of safe, efficient, timely, environmentally responsible, clean, and comfortable intercampus shuttle bus transportation services for its College community members. The Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, technology, 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, including, but not limited to DOT Federal Motor Carrier Safety Administration (FMCSA) and State of Maryland laws, regulations, and statutes.

Contractor shall warrant that it is qualified to provide bus transportation services in the State of Maryland and that it will remain so qualified throughout the term of the contract, and that it is not in arrears with respect to the payment of any money due to the State of Maryland and that it will remain so throughout the term of the contract. All work performed by the Contractor shall conform to statutory provisions, codes, regulations, and ordinances that pertain to this class of work and which will be

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

considered part of RFP specifications. Any out of state entity not already registered with the Maryland State Department of Assessments and Taxation to do business in Maryland shall be required to do so prior to entering into a contract with the College if so awarded. During the term of the contract, the Contractor shall remain liable for and shall pay in a timely manner all vehicle licensing costs and taxes levied upon the vehicles and other operating assets used for the contracted services

The contract and any of the services performed hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified services consistent with all local, state, and federal regulations and laws. The Contractor shall be and shall remain throughout the term of this contract a certified/licensed carrier/transportation provider. If, for any reason, the Contractor's license or certificate is terminated, suspended, revoked or in any manner modified from its status at the time the contract becomes effective, the Contractor shall notify the College immediately of such condition in writing via electronic mail followed by certified or registered mail.

Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a contractor in the performance of the same services. The Contractor shall furnish all equipment, personnel, supervision, infrastructure, including dispatch system, maintenance, repairs, fuel, operational supplies, project coordination, licenses, permits, and governmental approvals, if any, to operate the shuttle services for current and future routes.

Along with all laws, regulations, and ordinances controlling the operation of buses on roads and highways, Contractor must comply with all applicable College policies and procedures. Contractor agrees to use only modern, clean, appropriately heated and cooled, and regularly maintained and inspected coach- or transit-style buses (traditional-style yellow school buses are not acceptable), which are subject to a regular maintenance schedule. The College reserves the right to reject, at no cost to the College, any bus that it deems does not meet the standards required by the contract. Contractor must employ drivers/operators who are experienced and duly licensed for operating the style and type of bus that they will operate. The Contractor shall employ only competent and satisfactory personnel and provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the College. Contractor shall have emergency and critical incident procedures and personnel in place to protect College passengers and minimize disruption from on-road incidents and vehicle/system failures.

If the Contractor defaults in its agreement to meet and provide **critical daily transportation requirements**, as described herein, personnel, or equipment impacting delivery of services to the College's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the College shall promptly notify the Contractor of such default, and if adequate correction is not made within 48 business hours, the College may take whatever action it deems necessary to provide alternate services and may, at its option, cancel the contract with written notice, notwithstanding the Notice to Cure described in Attachment D.

Following are specifications for Shuttle Route Specifications, Shuttle Vehicles, Shuttle Operators, Shuttle Management, Shuttle Ridership, Shuttle Marketing and Signage, Shuttle Operating Procedures, and Shuttle Reporting Requirements.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-continued

2.3 Specifications

2.3.1 Shuttle Route:

Three ADA passenger buses, one 24-seat and two (2) 40-seat capacity, will be used to run the routes to each campus and the Central Services bldg. The current operation runs from 7:00 a.m. to 7:00 p.m., Monday through Thursday with three buses; and, Friday from 8:00 a.m. to 4:30 p.m. with three buses. The schedules will be adjusted based on recommendations from patrons and the transit provider. For a sample College Shuttle Services Schedule, please go to the following link: <https://www.montgomerycollege.edu/documents/about-mc/campuses-and-locations/mc-shuttle-schedule.pdf>. Starting hours and ending times may be adjusted by mutual agreement as scheduling dictates. If the shuttle vehicle is full, the shuttle will continue to stop at each remaining pick-up/drop-off location, and will verbally notify/inform waiting passengers that the bus is full and provide the next scheduled pick-up time. Stopping at locations other than those designated as MC shuttle stops is prohibited except in emergencies or prior approval by the College. MC may add or subtract vehicles and route schedules as a result of an identified need or add additional stop locations. Shuttle services will begin the 2020 Fall Semester with approximately 168 operational hours per week. The Contractor will be responsible for downloading the future Academic Year calendars to stay apprised of relevant service dates. The College Contract Administrator will notify the Contractor in the event of emergency College closings.

a. Current Stop Locations:

- Germantown Campus, 20200 Observation Drive, Germantown, MD 20876: Located at the bus shelter in Lot 1, and the circle by the High Technology and Science Center (HT).
- Rockville Campus, 51 Mannakee Street, Rockville, MD 20850: Located in Lot 11 by the Science Center Building (SC).
- Takoma Park/Silver Spring Campus, 7600 Takoma Avenue, Takoma Park, MD 20912: Located on Jessop Blair Drive across from the West Garage.
- Central Services Building, 9221 Corporate Boulevard, Rockville, MD 20850.

b. Shuttle Route: The Contractor shall perform all services necessary and incidental to the design and management of all shuttle bus routes and schedule in collaboration with MC based on the College's requirements and approval. The Contractor shall provide all planning, testing, and scheduling expertise needed to optimize the efficiency of the shuttle services, inclusive of route mapping, schedule design and development, and assistance in coordinating with local transportation authorities, organizations, and local governments. The Contractor shall add shuttle buses for temporary or added service routes as requested by the College. The College reserves the right to change the shuttle schedule due to changes in class schedules.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-continued

- c. **Temporary Shuttle Service Disruption:** Temporary disruption of scheduled daily routes may occur due to conditions such as inclement weather, street closures, construction, major traffic, congestion, etc. While some of these incidents may be specific to shuttle services provided to MC, others may affect the entire area, and may in turn lead to late starts, early dismissals, intermittent disruptions, or total cancellation of normal operations. If the shuttle is unable to complete the required number of trips as scheduled due to circumstances beyond the driver's control as described above, the Contractor shall notify the MC Parking and Transportation Manager within thirty (30) minutes prior to scheduled shuttle departure time via phone, e-mail, or text. Formal decisions to delay, suspend, or cancel operations will be made by MC. In the event that MC notifies the Contractor of a full-day closure of the College/campus by 6:00 AM on the day of event, shuttle services will not be provided for that day, and the Contractor will not charge MC for the day. The Contract Manager and supervisors must register with the College Alert System to obtain notices of closures, delays and emergencies. In instances of delayed openings, service will begin no sooner than thirty minutes prior to the official opening time as the campus remains closed for safety. In all other instances (such as early closure), the Contractor shall continue operations unless otherwise notified.

2.3.2 Shuttle Vehicles: The Contractor will maintain vehicles to industry standards and state and federal regulations to ensure safe, clean, and efficient operation at all times. The Contractor shall have full responsibility for all mechanical and electrical components, including the engine, transmission, brakes, lights, exhaust, safety equipment, wheel chair lifts, wheels, and tires. All of these components shall be in full working condition when providing shuttle services to MC. The vehicles shall be able to accommodate the required number of authorized passengers, excluding the driver, and shall be American with Disabilities Act (ADA)-compliant and equipped to accommodate authorized passengers with disabilities and those requiring wheelchairs or motorized scooters.

- a. **Vehicle Requirements:** The following minimum criteria are applicable to each proposed vehicle: Shall:
- Be configured to accommodate 20-seated passengers and two wheelchairs or 24-seated passengers; and 36-seated passengers or two wheelchairs or 40-seated passengers;
 - Have been manufactured within and be no older than seven (7) years, have no more than 100,000 miles, and shall not exceed their "Useful Life" as stated by the manufacturer during the life of contract.
 - Constant two-way communications with Contractor's central control/dispatch and other MC shuttle buses. All in-service vehicles must have the capability to directly contact the Montgomery County 911 Call System.
 - Adhere to all maintenance and safety/emission inspection requirements of the state where the vehicle is registered.
 - Meet or exceed federal and industry standards for mechanical operations and safety.
 - Be equipped with required safety devices per federal, state, and local regulations, such

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-continued

- as basic first aid kits and fire extinguishers, including, but not limited to, US-approved type ABC fire extinguisher, DOT-approved highway warning kit, DOT-approved 16-unit first aid kit, and backup alarm; drivers shall have been trained in the use of all safety equipment.
- Be equipped with operational front and rear heating and air conditioning systems that shall be in good working condition and capable of providing a comfortable, seasonal climate under maximum occupancy.
 - Have air quality on board shuttle buses monitored by the Contractor. Buses without properly functioning exhaust and ventilation systems must not be used to transport College riders.
 - Have seating/upholstery that is in good condition and clean.
 - Be equipped with anti-skid strips on the steps.
 - Be equipped with passenger-aid lift devices, e.g., fully operational ADA-wheelchair lifts.
 - Be equipped with standard safety equipment and interior equipment designed to secure wheelchairs.
 - Be able to store at least one passenger bicycle (desired).
 - Display internal signage stating that no smoking, eating, or drinking is allowed on board.
 - Display internal signage identifying driver and unit number.
 - Have external signage on the boarding side of the vehicle designating routes/shuttle destinations.
 - Carry both the MC approved logo and the Contractor's logo with MC being the predominate logo.
 - The approved logo shall appear on three sides of the vehicle. All logos shall be preapproved by MC prior to application. MC may wish to wrap the shuttles and the RFP Price Proposal shall list the price to wrap each shuttle as an additional charge.
 - Shall have a communication system (e.g., two-way radio or telephone).
 - GPS tracking on vehicles and a web application where passengers can track the shuttle.
 - Security camera system
 - Wi-Fi (unlimited)
- **Vehicle Inspections:** The successful Offeror shall provide a copy of the valid Maryland inspection certificate and an estimated End of Useful Life schedule for each vehicle to be used for the College contract. Annual emissions certificates must be submitted for each bus used to provide service for the College contract. MC reserves the right to inspect all shuttle buses for current official inspection stickers and will receive a log with all shuttle inspection dates. Upon demand, Contractor will within three business days provide the College copies of all mechanical and safety inspection documents for shuttle service vehicles. The College, upon giving two hours advance notice, shall also have the option of on-site Contractor maintenance records inspection during normal business hours.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-continued

- **Vehicle Storage:** The Contractor shall store the primary vehicles on MC facilities during each during the fall and spring semesters in areas designated by the MC Parking and Transportation Manager.

The College will not be responsible, and will assume no liability, for any damage incurred by Contractor’s vehicles while stored on College property. The College reserves the right to change or revoke parking privileges for the Contractor at any time during the contract period. The Contractor will be responsible for obtaining any necessary College parking decal or hang tag for its vehicles and for familiarizing its shuttle operators with College Motor Vehicle Regulations.

- **Vehicle Maintenance:** The Contractor must regularly inspect, repair, service, and maintain all buses used for the College contract. The Contractor shall maintain all vehicles to ensure a consistently clean and professional appearance, both interior and exterior. Daily inspection and routine maintenance of all vehicles shall be performed. The Contractor shall ensure that all preventative/breakdown maintenance and safety/emission inspections for vehicles under the Contractor’s control are performed in accordance with the manufacturer’s specifications and applicable federal, state, and local laws. Preventative maintenance shall be performed during non-operational hours. The Contractor shall perform emergency (road-side) repair/assistance services on an “as needed” basis. The Contractor shall annually submit proof of the vehicle preventive maintenance plan compliance as directed by the College Contract Administrator.
- **Shuttle Condition:** The Contractor shall ensure that all shuttles provided for use in this contract are maintained in a clean, like-new, and safe operating condition at all times throughout the contract period. Individual components such as seat covers, window, doors, floor runners, etc., should be repaired if damaged within five (5) working days after damage occurs.

e1. Daily Cleaning: The Contractor shall maintain all shuttles in a clean condition and shall sweep, clean, remove all trash, and clean passenger seats whenever needed and at least daily. Contractor shall also remove graffiti, chewing gum, and stains. Contractor may use College dumpsters to deposit trash.

e2. Weekly Cleaning: The Contractor shall maintain weekly, all inside and outside window surfaces in a clean condition free of dirt, rust, grease, and body damage. The Contractor shall provide a schedule to identify when each shuttle will be cleaned.

- f. **Downtime:** Vehicles shall be kept operating and communicating continuously while in service. If the event a vehicle is rendered inoperative due to mechanical failure or driver incapacity, the Contractor shall notify the MC Parking and Transportation Manager immediately but no longer than fifteen (15) minutes of the vehicle becoming inoperative or the driver reporting issues. The Contractor shall repair or replace the inoperative vehicle with a backup vehicle or replace the driver within one (1) hour or less of the time the vehicle is determined to be inoperative or the driver is determined to be incapacitated.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

g. Replacement Vehicles: The replacement vehicle shall have a seating capacity the same or larger to that of the vehicle it is replacing and shall have appropriate facilities for authorized passengers with disabilities. Replacement vehicles shall have clean interiors and exteriors and conform to all other minimum specifications.

2.3.3 Shuttle Operators

- a. Offeror Certification:** Offeror shall certify to the College that its operators are in compliance with the Federal Motor Carriers Safety Regulations for Operators and all other applicable federal and state regulations, including, but not limited to USDOT alcohol and drug testing requirements.
- b. Background Checks:** The Contractor shall perform criminal conviction investigations (including sex offender background check) on all prospective candidates for full time or part time placement at MC, including newly hired, seasonal, and/or temporary employees. No convictions of driving under the influence of drugs or alcohol or driving while intoxicated, and/or no assignment (voluntary or judicial) to an Alcohol Safety Awareness Program or an equivalent program within the past five years. No criminal convictions involving sex offender offenses.
- c. Driver Training:** The Contractor agrees to maintain, at its expense, a driver training program for operators prior to their assignment to the College contract, including new hire training; supervised, behind-the-wheel training on College routes; ADA training; new equipment training; and ongoing/continuing education training. All operators assigned to the College contract must be fully familiar with the requirements of the contract, including routes, planned stops, hours of operation, calendar of operations, communications requirements, reporting requirements, and emergency procedures. Contractor shall be responsible for providing trained and certified back-up drivers in the event of the absence of primary drivers, and back-up drivers shall meet the standards of primary drivers.

The Contractor shall provide personnel trained in accordance with applicable federal state, and local laws and regulations for commercial motor vehicle operation, including but not limited to the items listed below prior to performing services:

- Daily Pre-Post Trip Inspection
- Customer Relations
- Conflict Resolution
- Safety Awareness Training
- Americans with Disability Act (ADA) Regulations and Equipment
- General Operating Procedures
- Record Keeping
- Accident/Incident Reporting
- Injury Reporting
- First Aid/CPR (CPR-trained drivers will be preferred.)
- Drug and Alcohol Training
- Trip Planning and Preparation
- Emergency Preparedness

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-continued

- d. **Driver Uniform:** Contractor’s drivers shall be professionally uniformed (to include name badges) in identical company uniforms at all times while operating MC Shuttle. The Contractor shall provide the standard uniform to its drivers.
- e. **Driver Qualifications:** Shuttle drivers shall possess a high school diploma or (GED) and prior commercial driving experience and a general knowledge of the geographic area. Drivers shall be at least 25 years of age, possess a clean driving record, and pass a pre-employment drug test. The Contractor will maintain current driver qualification files conforming to state and federal requirements. The Contractor will conduct and record training for all operators to minimally include wheelchair lift operation and assisting physically challenged passengers onto and off of the vehicle to curbside, service route orientation, vehicle operation, ridership verification and headcount measure, and accident procedures. Contractor will minimally conduct an annual review of all operators.

Drivers shall meet the following minimum requirements:

- Hold a valid Commercial Driver’s License, with a passenger bus endorsement.
- One year of licensed commercial driving experience with passenger-conveyance type ADA equipped vehicles seating 16 or more passengers.
- Minimum three years overall driving experience.
- Driving records will reflect plus-points.

- Meet physical requirements for commercial drivers as set forth by the U.S. Department of Transportation Federal Motor Carrier Safety standards, for local zone operations.
- No more than two moving violations, or two at-fault accidents within the past 24 months, and no DUI convictions within the past five (5) years.
- Verified as eligible to work in the United States.
- Able to speak, read, and understand English language.
- Hold certification for formal ADA training in the operation of specialized equipment for the mobility impaired including wheelchair lifts and related tie-downs.

f. Employee Conduct

The Contractor shall be courteous, respectful, responsible, and professional at all times. While providing shuttle services in support of MC, the Contractor shall maintain a sense of professionalism in all aspects of passenger transport. This includes ensuring drivers meet standards of cleanliness and dress, treat customers with respect and otherwise act in a professional manner. All operators will perform in a professional and courteous manner and answer any passenger questions to the best of their ability. Shuttle drivers performing work in support of MC shall obey all posted speed limits, traffic signals, and directional signs in compliance with all applicable jurisdictional laws and regulations. The Contractor shall be responsible for any citations issued to the drivers, including parking or moving violations or damages occurring as a result of accidents involving contractor-owned or leased vehicles.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

Drivers will not eat or drink or use cell phones while operating the shuttle bus. Drivers shall not wear headsets, earphones, or ear buds while operating vehicles. Only in emergency situations should drivers use hands-free devices such as ear pieces while the vehicle is in motion. No eating or drinking by passengers shall be allowed, and all shuttle buses shall be designated as non-smoking areas.

Driver rudeness, discourtesy, and profanity are unacceptable behavior and will be grounds for disciplinary action under the Contractor's personnel policies. If the Contractor's employee is reported by MC as having a conduct issue, the Contractor shall follow its policy regarding employee conduct and progressive discipline, and respond to MC within 24 hours of the reported incident with any follow-up action that may be required. MC reserves the right to revoke an employee's placement at the College based on adverse conduct. This revocation shall have no bearing on the Contractor's employment of any individual outside of this contract. Prior to the first day of service, the Contractor will provide the College a current copy of its personnel policies and procedures relating to shuttle operators.

The Contractor will be the employer of record for all shuttle operators. All employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable governmental regulations relating to employment, compensation, and payment of personnel.

Employees of the Contractor shall observe all regulations of the College. Failure to observe such regulations may be grounds for removal from the College's campuses.

- g. Fines:** The Contractor shall be solely responsible for all fines and/or violations incurred by the Contractor's personnel while during the performance of this contract, either on or off an MC Campus.
- h. Emergency Contact:** The Contractor shall provide MC with primary and backup emergency contact information. The primary or the backup point of contact shall be available during MC shuttle operational hours. Phone number, email and cell phone for all personnel assigned to supporting MC will be provided to the MC Parking and Transportation Manager. The College will provide emergency contact information to the Contractor containing phone number, email and cell phone number. The Contractor should register for the MC Alert through the Montgomery County Emergency Management site to receive notice of College closings, delays or emergencies.
- i. Tobacco and E-Cigarette Policy:** Shuttle drivers shall inform all passengers, as necessary, of the College's smoke- and vapor-free environment policy and shall report any violations as part of the required monthly reporting process.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

2.3.4 Shuttle Management: The Contractor shall be responsible for establishing effective management controls in the performance of the contract. The Contractor's Manager shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the Contract. The Contractor's Manager will be in regular contact with the MC Parking and Transportation Manager to provide updates and feedback about daily operations of the shuttle service.

Authorized College representatives shall have the right to inspect all shuttle operations of the Contractor with respect to accountability, service, quality and safety, the method of customer service, and generally with respect to use, safety, sanitation, and the maintenance of the equipment, all of which shall be maintained at a level satisfactory to the College. Authorized representatives of the College shall have the full right of access to all shuttles at all times. The Contractor may be subject to inspections from applicable state and local regulatory agencies as well. The College reserves the right to make, from time to time, reasonable regulations with regard to all aspects of shuttle operations, and the Contractor agrees to comply with such regulations. For purposes of this contract, an "authorized College representative" is herein defined as any of the following individuals, who have specific official business with the shuttle Contractor:

- Vice President of Facilities and Security
- Director of Public Safety and Emergency Management
- Campus Security and/or Facilities Personnel (for emergencies only)
- Manager of Parking and Transportation

2.3.5 Shuttle Ridership: This contract will be limited to official College business. Vehicle drivers/operators are required to verify ridership by requiring all boarding passengers to present a valid Montgomery College identification card. Service may be refused if a College ID card is not presented. The following parties are authorized to utilize the College shuttle bus: students, faculty, and staff. Eligible riders' friends and family members without a valid College ID shall not be allowed to use the shuttle service. The fare-box/cash method or any other method of securing ridership shall not be acceptable. Passenger loads shall not exceed the maximum rated capacity for the service vehicle. If the number of passengers exceeds the available seats at any given stop, waiting riders will be instructed to wait for the next bus, and the driver will report the situation immediately to the College and log the information for inclusions on the monthly service report. Riders will only board and exit at scheduled stops, and the driver must stop at all scheduled stops.

2.3.6 Shuttle Marketing and Signage: The Contractor shall provide space within the shuttle bus for marketing and advertising materials, to the extent such is not a violation of law. The Contractor shall brand the shuttle bus exterior with MC-approved signage. The Contractor shall be capable of displaying customized interior and exterior signage as described in "Vehicle Requirements" (internal signage stating that no smoking, eating, or drinking is allowed on board; internal signage identifying driver and unit number; external signage on the boarding side of vehicle designating

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

routes/shuttle destinations; the MC approved logo and Contractor logo with MC being the predominate logo on three sides of the vehicle and preapproved by MC prior to application). The College may wish to wrap the shuttles and the bid shall list the price to wrap each shuttle as a supplemental charge. The Contractor shall work in conjunction with the College on design and development of a promotional wrapping of shuttle buses and provide the cost estimate to complete the project. Signage will be of a type and quality agreed upon in advance by the Contractor and the College, and clearly visible from outside the vehicle. Beyond any Contractor markings and required legal/statutory markings, the College reserves full rights for any interior or exterior signage on in-service vehicles. Any additional signage will be at the cost of the College and of a design and application agreed upon by the Contractor and the College in advance.

2.3.7 Shuttle Operating Procedures: As part of the contract, the Contractor will develop standard operating procedures for operation of the College shuttle service. This procedural document will be provided to the College before service begins and as updated by the Contractor. At a minimum, the following will be addressed:

- a. Compliance with State and Federal regulations
- b. Replacement of disabled vehicles and inclusion of data in the monthly service report.
- c. Notifying the College of delays, cancellations, accidents and incidents and inclusion of these data in the monthly service report
- d. A list of contact names, phone numbers and email addresses for supervisory staff during service hours.
- e. Procedures for using the communication system to keep the service on schedule.
- f. Procedures for shuttle operation to include verifying College identification cards.
- g. Vehicle maintenance and inspections, and inclusion of these data in the monthly service report.
- h. Initial and annual driver training requirements, to include content and review processes.
- i. Accident procedures and inclusion of these data in the monthly service report.
- j. Collection of ridership data for the College and reported to the College weekly by email.

2.3.8 Shuttle Reporting Requirements: As part of its reporting requirements, Contractor will maintain accurate daily headcount records of riders boarding and alighting, organized by campus/route name, scheduled stop time, and stop name. As part of a monthly service report, a peak and average daily headcount report will be provided to the College for the previous month. The Contractor will also maintain daily passenger incident reporting and report all incidents to the College within two business days, and include an incident summary in the monthly service report. Examples of incidents include passenger disputes, medical emergencies, passenger misconduct, or other events affecting the operation of the shuttle service. Report formats and due dates will be established and agreed to by the Contractor and the College. Report types include:

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

- a. Daily Trip Logs/Ridership Reports: Contractor shall develop and maintain trip logs to capture daily ridership and trip details for each stop by route. The Trip Log Report shall include the name of the shuttle route, date, operator name, operator shift, pick-up points, scheduled arrival time, and number of passengers boarding at each scheduled stop. The Contractor shall use Daily Trip Logs to develop Ridership Reports. The Contractor shall consolidate the daily trip logs showing how many passengers entered and exited the shuttle at each stop, with totals for each day and aggregate totals for each week. The Contractor shall provide Ridership Reports weekly to the MC Parking and Transportation Manager.

- b. Incident/Service Issue Reporting: An incident is described as anything that adversely affects the operation of scheduled shuttle services and/or quality of the service. The Contractor shall provide the following information to MC via email or other format of reporting major/minor incidents/service issues:
 - Time of Incident/Service Issue
 - Location of the incident
 - Route
 - Unit Number
 - Driver (Full Name)
 - Number and Names (if available) of passengers on board at the time of incident
 - Description of incident/service issue
 - Verification that local police were notified and responded to the scene
 - Resolution
 - Measures taken to prevent further occurrences

- c. Mishap/Accident Reporting: In the event of an incident or emergency, Contractor's vehicle operator shall immediately call 911 to contact the local police department to report all vehicular accidents, regardless of the severity of the accident, amount of damage, or party at fault. The Contractor shall obtain copies of any police reports, to include a copy of all witness statements and citations issued relative to the accident when available. Copies of all documentation related to the accident shall be provided to the MC Parking and Transportation Manager with a formal written report. Digital pictures shall be taken of the accident scene and shall be provided to the Parking and Transportation Manager as part of the final formal report. Initial notification to the Parking and Transportation Manager shall be via phone, e-mail, or text with receipt confirmed within thirty (30) minutes of the event during or after business hours, followed by a formal report sent via e-mail by close of business the following business day. The formal report shall include a copy of all relevant documentation, to include driver/witness statements, and police reports.

- d. Shuttle drivers shall inform all passengers, as necessary, of the College's smoke- and vapor-free environment policy and shall report any violations as part of the required monthly reporting process.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS-continued

- e. Periodically, the Contractor may be asked to reasonably provide at no cost to the College additional written reports or documentation. These may include but not be limited to recommendations for service improvements or assistance in preparing requests for grants.
- f. The Contractor will assist the College in meeting any reporting requirements required for local, state, or federal funding. The Contractor will retain all records related to this contract for a period no less than four years after the conclusion of the contract.
- g. The College reserves the right to inspect all financial and operating records relating to the provision of services under the contract.

2.3.9 Performance Measures and Remedies

The College will notify Contractor's Manager of any discovered failures in performance requirements. Upon receipt of notification, the Contractor is expected to make satisfactory corrective actions within five working days. Performance measures will include:

- a. Completion of scheduled passenger stops
- b. Maintaining set schedule within five minutes (vehicles not to leave any stop ahead of schedule), with exceptions given for inclement weather and those factors beyond the Contractor's control.
- c. Maintaining rider headcount data, providing same as requested
- d. Maintaining safety, vehicle maintenance, training, personnel, and operating records
- e. Customer service
- f. Required accident and incident reporting
- g. Timely arrival of replacement vehicles
- h. Timely repair to climate control systems
- i. Exterior and interior cleanliness
- j. Proper display of bus route signage
- k. Operator appearance, training, and performance

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

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. **Offerors must submit one original hard copy of Technical Proposal with original ink signatures, plus one electronic version of Technical Proposal saved as a PDF on a clearly marked compact disc (CD) or a clearly marked USB flash drive with the name of the firm. The PDF must be a single, appropriately bookmarked and text-searchable PDF. One original** of the Price Proposal is required. *Originals* should be bound with binder clips or placed in three-ring binders. Proposals shall be certified, wet 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 Submittals

3.2.1 Technical Proposal to include the following:

- 3.2.1.1 Transmittal Letter
- 3.2.1.2 Company Background and History
- 3.2.1.3 Proof of Financial Stability
- 3.2.1.4 License/Certification
- 3.2.1.5 Experience and support
- 3.2.1.6 Fleet characteristics
- 3.2.1.7 Maintenance and Safety
- 3.2.1.8 Driver/Operator Hiring and Training
- 3.2.1.9 Ridership Communication
- 3.2.1.10 ADA Compliance
- 3.2.1.11 Project Management, Implementation Plan, and Quality Control
- 3.2.1.12 Completed Reference form (Attachment B)
- 3.2.1.13 Subcontractor Listing (if applicable)
- 3.2.1.14 Completed Contractor Information Form (Attachment A)

Technical Proposal shall be organized in the following manner:

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 3 – PROPOSAL SUBMISSION-continued

3.2.1.1 Transmittal Letter

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company; identify the contact person responsible for the project. 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.

3.2.1.2 Company Background and History

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

- Describe the company, type of organization, officers or partners, number of employees, and operating policies that would affect the contract. Provide **proof of incorporation**.
- State the number of years the Offeror has been operating as a transportation provider, listing all business names used and locations.
- State the number of years of experience providing bus transportation services to education government, or large business organizations.
- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.

3.2.1.3 Proof of Financial Stability

Offeror is required to provide copies of financial statements for the last two years, preferably audited, including your organization's balance sheet and income statement showing Current Assets, Net Fixed Assets, Other Assets, Current Liabilities and Other Liabilities. Include name and address of firm preparing attached financial statement(s), and date(s) thereof.

Information provided in the Financial Statements is for the express purpose of assisting Montgomery College in its assessment of the Contractor's suitability for provided services as a Contractor for the referenced project.

3.2.1.4 License/Certification

Describe the type of license or certification (and the authorizing state) held by the company for providing transportation. Include when and where it was obtained and the expiration date. **Attach a copy of the license or certification.**

3.2.1.5 Experience and Support

Describe Offeror's experience in performing the requested services.

- List current contracts and brief project description and client contact information. Identify contracts with educational institutions
- Provide three client references for similar service contracts, past or present, with client information. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services. The College reserves the right to reject a proposal based on an unsatisfactory reference, request additional references, or contact any site using or having used the Offeror's services.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 3 – PROPOSAL SUBMISSION-continued

- List any uncompleted contracts due to cancellation, performance issues, default or litigation over the past seven years. Give a brief description and reasons.

3.2.1.6 Fleet Characteristics

Provide an itemized list of the vehicles to be used in providing the shuttle bus services proposed by vehicle type, including passenger capacity for each vehicle and age (quantity, make, model, year, capacity, etc.). Designate which vehicles will be used exclusively for College service and which will be shared for other uses, including approximate percentage for each use. 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. All vehicles must be lift-equipped and fully accessible to disabled riders.

- Include a description of the communications equipment and network for the vehicles.
- Describe standard and special equipment on the buses proposed for the College contract, e.g., public address (PA) system(s), GPS, Wi-Fi, power outlets, etc.

3.2.1.7 Maintenance and Safety

- **Maintenance:** Describe the Offeror's preventative 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 or safety needs. Provide **emissions test results** for the vehicles most likely to be used for the College contract.
- **Safety:** State the number of vehicle accidents involving your organization's vehicles from January 2016 to May 2019. Of those, state how many were determined by either the police report or insurance company record to be at least partially the fault of your organization's driver. State whether your organization has been involved in any lawsuits as a result of the accidents, and if so, please describe the outcome. State the name and phone number of your insurance provider, and your insurance agent for the previous three years. Provide the **most recent Company Safety Profile (CSP) from the FMCSA system**. (The College will download additional information from the FMCSA SAFER System).

3.2.1.8 Driver/Operator Hiring and Training

- **Driver Hiring:** Describe all minimum requirements for drivers to be hired, include education (high school diploma/GED/other) and CDLs. Describe employee procedures in place that would impact the College contract. Describe company's process for verifying driver's state CDLs, medical fitness certification to operate Offeror's vehicles, and frequency of drug and alcohol testing, etc.
- **Driver Training:** Describe the proposed driver training program, both at the time of hire and on an ongoing basis. Discuss customer services training provided for drivers.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 3 – PROPOSAL SUBMISSION-continued

3.2.1.9 Ridership Information and Communication and Complaint Resolution Process

- **Information:** Describe procedures for capturing and reporting rider headcount information.
- **Communication:** Describe how service changes, disruptions or ridership information will be communicated to riders waiting at stops for service.
- **Complaint Resolution Process:** Describe the proposed complaint resolution process.

3.2.1.10 ADA Compliance

Provide all appropriate information regarding the transportation of disabled riders and compliance with the American Disability Act of 1990 (ADA).

3.2.1.11 Project Management, Implementation Plan, and Quality Control

- **Project Management:** State who will be responsible for management. Of any services resulting from this solicitation including name, title, and experience (**attach Contract Manager's resume**).
- **Implementation Plan:** Describe steps that will be taken in preparation for service start-up, including level of operational readiness for shuttle vehicles and drivers and policies/procedures to be developed.
- **Quality Control:** Describe Quality Control Procedures to include operator training and certification, annual operator records check, vehicle maintenance, vehicle appearance and cleanliness, and vehicle breakdowns.

3.2.1.12 Completed Contractor Information Form (Attachment A)

3.2.1.13 Completed Reference form (Attachment B)

3.2.1.14 Mid-Atlantic Purchasing Team Rider Clause (Attachment E, Optional)

3.2.1.15 Subcontractor Listing (if applicable)

3.2.2 Price Proposal

The price(s) offered on the Price Proposal (Section 5) must include all charges and costs incurred in the delivery of this procurement.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 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. Price Proposals will remain sealed and are held by the Procurement Office until the conclusion of Technical Proposal evaluation. All submitted technical proposals will be examined for responsiveness and completeness by the College’s evaluation committee. Those proposals which do not clearly respond to the technical proposal submission requirements may be rejected at the sole discretion of the College. Those technical 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.

Upon the completion of the Technical Proposal evaluation, price proposals from only those Offerors received a technical evaluation score of **60 percent or greater**, will then be opened and reviewed by the Procurement Office.

The Offeror with the highest overall scores of technical and price proposal will be recommended for contract award.

4.2 Evaluation Criteria

All complete and responsive proposals will be scored by the College Evaluation Committee members independently and individually, based on the following criteria and weighting:

Technical Proposal (70% of total available score)

- Qualifications, capabilities and relevant experience of the firm and proposed staff assigned to the Contract 10%
- Fleet Characteristics 10%
- Maintenance and Safety 10%
- Driver/Operator Hiring and Training Program 10%
- Ridership Communication and Complaint Resolution Process 10%
- ADA Compliance 10%
- Project Management, Implementation Plan, and Quality Control 10%

Price Proposal (30% of total available score)

Offeror’s Price proposal will be evaluated with the lowest responsive and responsible proposal price (total price for academic year) awarded the highest point score, and higher price proposals will received reduced point scores by ratio in comparison with the lowest price proposal.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 4 – PROPOSAL EVALUATION AND AWARD-continued

4.3 Award

Recommendation of contract award will be made to the highest scored, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications. It is anticipated that approval of award recommendation will be made at the **May 18, 2020** meeting of the College's Board of Trustees, subject to approval by the Board of Trustees.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

SECTION 5 – PRICE PROPOSAL

DESCRIPTION	UNIT OF MEASURE	TOTAL PRICE
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In accordance with the terms, conditions, and specifications of RFP 420-008. Hourly rates extended for evaluation. Offerors must provide the pricing for each line item to be considered for award. Failure to do so may deem an Offeror non-responsive.

BASE PRICING:

1. Shuttle #1: Hourly Rate for Daily Shuttle Service, Monday-Friday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 hours/day x 5 days =1 week x 30 weeks
2. Shuttle #2: Hourly Rate for Daily Shuttle Service, Monday-Friday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 hours/day x 5 days =1 week x 30 weeks
3. Shuttle #3: Hourly Rate for Daily Shuttle Service, Monday-Thursday In-service 8 Hours per Day. (15 Weeks x 2).	\$ _____ (Per Hour)	\$ _____ 8 hours/day x 4 days =1 week x 30 weeks

TOTAL PRICE FOR ACADEMIC YEAR: \$ _____
 (Line 1 + Line 2 + Line 3)

ADDITIONAL PRICING:

4. Hourly Rate for Non-service Time State # of Additional Billable Hour(s) Per Day: _____ State Purpose of Additional Time: _____	\$ _____	
5. Wrapping Bus in Vinyl for Promotion	\$ _____ (Per Bus)	

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
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Title	Authorized Signature and Date
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MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT B – REFERENCES

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

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

REFERENCE 3	
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

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT C – NO PROPOSAL 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)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip Code

Title

Please return to: Montgomery Community College
Office of Procurement
9221 Corporate Boulevard
Rockville, Maryland 20850

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
RFP NUMBER: 420-008
RFP CLOSING DATE AND TIME: 4/10/2020 at 3:00 PM

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.

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: SHUTTLE BUS TRANSPORTATION SERVICES
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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, contractors 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/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>