

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: COURIER & DELIVERY SERVICES FOR WDCE
RFB NUMBER: E522-002
RFB CLOSING DATE AND TIME: AUGUST 10, 2021 at 3:00 P.M.



ADDENDUM #1
Issued: August 2, 2021

ADDENDUM FOR THE PURPOSE OF:

1. To extend the RFB closing due date and time to **August 10, 2021** at 3:00 P.M.
2. To update Public Bid Opening, via Zoom Conferencing with the revised Zoom Conferencing details below:

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/91400820150?pwd=SIJxMDVFZEJFMWI4eExEdDE1K1ovdz09>

Meeting ID: 914 0082 0150

Passcode: 082056

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+13017158592,,91400820150#,,,,*082056# US (Washington DC)

+13126266799,,91400820150#,,,,*082056# US (Chicago)

Dial by your location

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+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 914 0082 0150

Passcode: 082056

Find your local number: <https://montgomerycollege.zoom.us/u/aiktb74v1>

3. To insert the following clauses to **SECTION I - BID AND CONTRACT INFORMATION:**

1.24 Notification of Change in Personnel Assigned to Contract

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business days of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

1.25 Notification of Change in Financial Condition

Awarded contractor must notify Montgomery College of any change in company's financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

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4. To delete ATTACHMENT C – CONFLICT OF INTEREST STATEMENT and insert ATTACHMENT C – REVISED CONFLICT OF INTEREST STATEMENT in lieu thereof.

All other specifications, terms and conditions remain unchanged.



Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the 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.

Company Name

Authorized Signature

Date

Printed/Typed Signature

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ATTACHMENT C – REVISED CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and as of this date, are NOT employed by Montgomery College. **Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.**

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR BID

RFB NO.: E522-002

RFB TITLE: Courier and Delivery Services for Workforce Development and Continuing Education

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **August 5, 2021**

Prices must remain firm for: **120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD**

Bid Bond Requirements: NONE

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

Pre-Bid Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS BID SOLICITATION

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

Cherree Adams

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Bidders who 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 amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

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

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SECTION 1 – BID AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with a single qualified Contractor capable of providing courier and delivery services for the Office of Workforce Development and Continuing Education (WDCE), in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Electronic Bid Submittal Due Date

All responses to this Request for Bid must be submitted **electronically**, in two separate attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See Section 3, Bid Submission for full detailed submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at vendor.proposals@montgomerycollege.edu. All responses to this Request for Bid are due by **3:00 p.m. on August 5, 2021** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFB opening date due to an unforeseen circumstance, the RFB will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 Online Public Bid Opening

An online bid opening will be conducted at 3:00 p.m. on August 5, 2021 via Zoom video conferencing. Bidding firms are encouraged but not required to attend bid opening. Zoom meeting call-in details below. Join Zoom Meeting:

<https://montgomerycollege.zoom.us/j/94603136542?pwd=NVF3VnpaOFRYL3lsVVJmQ2VjWWR1QT09>

Meeting ID: 946 0313 6542, Password: 049102

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+13126266799,,94603136542#,,1#,049102# US (Chicago)

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+1 929 205 6099 US (New York)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Find your local number: <https://montgomerycollege.zoom.us/j/94603136542?pwd=NVF3VnpaOFRYL3lsVVJmQ2VjWWR1QT09>

1.4 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Chiquita Manago Haywood, Purchasing Agent** via e-mail to chiquita.manago@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 PM, July 28, 2021**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.5 General Conditions and Instructions

Bidders shall also refer to, understand, and agree to Attachment F, General Conditions and Instructions, of this bid. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFB.

1.6 Bid Required Submittal List

- Price Proposal (Section 4)
- Minimum Requirements Checklist (Attachment A)
- References (Attachment B)
- Conflict of Interest Statement (Attachment C)
- Contractor Information Form (Attachment D)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

1.7 Failure to Submit

Failure to provide any of the items noted in Section 1.6 may deem a bid response non-responsive.

1.8 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

1.9 Pricing

Submitted pricing must include all costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Bidder's omission. In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

1.10 References

The Bidder must provide three (3) references, with whom Bidder 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 Bidder'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 Bidder's services; or require a site visit to one or more of the Bidder's reference locations.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.11 Bid Evaluation

Bids submitted in response to this solicitation will be evaluated as follows:

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

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

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

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

1.12 Bid Rejection

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

- 1.12.1 Meet the mandatory specifications and requirements.
- 1.12.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.12.3 Supply appropriate and favorable client references.
- 1.12.4 Complete the Price Proposal page.
- 1.12.5 Sign the bid.
- 1.12.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.12.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

1.13 Subcontractors

The College seeks bids from Bidders performing all requested services and will enter into an agreement only with the selected Bidder. **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 Bidder or Contractor desires to subcontract part of the services specified herein, the Bidder or 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.

1.14 Contract Award

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the lowest total price that can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier 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 RFB does not commit the College to award a contract. The College may cancel this Request for Bid 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.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.15 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, and a College purchase order form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price.

1.16 Contract Deadlines and Failure to Deliver

The Contractor is contractually obligated to meet all agreed-upon deadlines. 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 such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

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 from award date through June 30, 2022. At the sole option of the College, the contract may be renewed up to four (4) times on an annual basis, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. Contractor's satisfactory performance does not guarantee contract renewal. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College and pricing may be negotiated and contract amended accordingly.

1.18 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 Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.19 Tobacco and E-Cigarette Policy

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

1.20 Public Record and Proprietary Information

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. **Bidders must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.21 Insurance Requirements

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 else directly or indirectly employed by him/her. Certification of insurance is due within **seven (7) days** of notice of award.

The vendor 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.

Workers compensation Insurance covering the vendor’s employees
As required by Maryland State 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 vendor, with limits as follows:
Bodily Injury and Property Damage:
\$300,000 combined single limit of bodily injury and property damage
-Contractual Liability – Premises and Operations
-Independent Contractors

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 coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar day’s 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.

The vendor shall furnish the College with a certificate of insurance as evidence of the required coverage.

The vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the vendor 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 vendor shall provide the College with evidence of such insurance. In the event that the vendor’s insurance is terminated, the vendor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

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SECTION 1 – BID AND CONTRACT INFORMATION-continued

1.22 Confidentiality

The 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. Bidders 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.

1.23 Contract Assignment

The Contractor may not assign, transfer, convey, or sublet or otherwise dispose of the contract or its right, title, or interest therein or its power to execute such agreement to any other person, company or corporation without 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.

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SECTION 2 – BACKGROUND, SCOPE OF SERVICES AND SPECIFICATIONS/REQUIREMENTS

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 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 Office of Workforce Development & Continuing Education (WDCE) offers noncredit classes year-round at various sites throughout Montgomery County, and disseminates a variety of printed materials about its programs and courses to County residents, businesses, and organizations. Printed materials are complimented by online information which can be viewed at <http://cms.montgomerycollege.edu/wdce/>.

2.2 Scope of Services

This Request for Bid is for a Requirements Service Contract to provide flexible ad professional courier and delivery services (pick-up, exchange, and delivery), regularly scheduled and on-demand for the Office of Workforce Development & Continuing Education (WDCE), Gaithersburg Business Training Center, 12 Summit Avenue, Gaithersburg, MD 20877. The College reserves the right to change this address should it become necessary.

Pick-up Sites

Materials shall be routinely picked up at two locations: WDCE site noted above, 8:00 am to 5:30 pm, Monday through Friday, and at the Montgomery College, Central Receiving Warehouse, 7602 Standish Place, Rockville, MD 20855. Warehouse hours are from 7:30 am until 3:30 pm, Monday through Friday. WDCE materials for delivery include, but not limited to brochures, classroom handouts and supplies, class schedules (8.5x11, 96-108 pages printed on 30# newsprint, and stored in the warehouse), correspondence, flyers, reports, etc. The Contractor may pick up at additional sites if required.

Delivery Sites

Materials shall be delivered to multiple locations, including but not limited to, Montgomery College campuses and offsite locations listed below; Montgomery County offices, libraries, community centers, regional service centers, senior centers, and neighborhood recreation centers; and, regional areas to be determined as needed.

Montgomery College and WDCE Locations. (Go to <http://www.montgomerycollege.edu> for campus maps).

- Germantown campus, 20200 Observation Drive, Germantown, MD 20876
- Rockville campus, 51 Mannakee Street, Rockville, MD 20850
- Takoma Park/Silver Spring campus, 7600 Takoma Avenue, Takoma Park, MD 20912

Off-campus:

- Central Services, 9221 Corporate Boulevard, Rockville, MD 20850
- WDCE at Gaithersburg Business Training Center, 12 South Summit Avenue, Gaithersburg, MD 20877
- WDCE at Westfield South Center, 11002 Veirs Mill Road, Suite 306, Wheaton, MD 20902
- Fourteen (14) classroom locations (currently) at non-College owned or leased sites.

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SECTION 2 – BACKGROUND, SCOPE OF SERVICES AND SPECIFICATIONS/REQUIREMENTS-continued

Packaging

Materials will be delivered in multiple containers, and will be packaged in various types of containers/carriers, including but not limited to, envelopes, bags, boxes, and tied and untied bundles.

Additional Contract Use

The primary user of this contract will be the Office of Workforce Development & Continuing Education. The contracted services may also be extended to and used by other College departments and offices, under the same terms, conditions, and pricing of this contract. Those units will be responsible for providing their own funding and separate purchase orders. Each College department or office shall have its own Contractor account.

Contractor Responsibilities

Contractor will be responsible for providing all labor, vehicles, equipment, tools, supplies, travel/ transportation services (including parking), and insurance to pick up and deliver instructional (including books), promotional, and administrative materials to Montgomery College campuses and satellite offices as well as to locations in Montgomery County and the Baltimore-Washington, DC Metropolitan Area, where and when required and as scheduled and as requested. All deliveries are to be made to locations, identified, coordinated with, and scheduled by authorized College staff. The College reserves the right to add delivery locations as necessary. The items to be picked up and delivered will vary in size and weight. Contractor shall provide flexibility in the pick-up and delivery of items that vary in volume and weight. The College shall not be restricted to a minimum or maximum volume of materials under the resulting contract, and will not pay for materials and packages by weight. However, for informational purposes only, most items will not exceed 70 pounds per container.

Bidder Qualifications and Capabilities

Bidders must certify that they have been in business providing similar courier/delivery services for a minimum of five (5) consecutive years of commercial experience; that they have the resources, capability, and capacity to provide the services described herein; and, their dispatch facility is located within a 25-mile radius of the Montgomery College Gaithersburg Business Training Center, located at 12 South Summit Avenue, Gaithersburg, MD 20877, as determined by MapQuest or Google Maps. Bidders must provide their dispatch facility address on Attachment A of this RFB. The College may request multiple deliveries simultaneously. Therefore, the Contractor must have the delivery personnel and fleet of vehicles necessary to meet these requests. Bidders must also provide three references for which similar work, volume, and frequency have been performed, governmental or other educational agencies preferred on Attachment B of this RFB. By submission of a bid response, Bidders are attesting that they:

- Have a sufficient number and type of covered commercial cargo trucks and vans to meet College delivery needs.
- Have a sufficient number of experienced dispatch and office personnel to support College needs.
 - Contractor must have a dispatch service available during regular business hours Monday through Friday, 8:00 AM to 5:30 PM (no voicemail or answering service).
 - Drivers should be properly uniformed and carry identification badges.
 - Drivers should be equipped with a two-way communications system (e.g., radio, cellular phone, pager, etc.).
- Have sufficient financial resources necessary to meet College requirements.
- Have a tracking system capable of providing accurate tracking numbers for all pick-ups.

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SECTION 2 – BACKGROUND, SCOPE OF SERVICES AND SPECIFICATIONS/REQUIREMENTS-continued

- Have the ability to meet mandatory time requirements.

The College reserves the right to require proof of compliance with these requirements within a time specified by the College after the bid opening.

2.3 Specifications

2.3.1 Base Service

Contractor shall provide on-time, scheduled courier and delivery services on regularly scheduled days, as well as on-demand courier and delivery services as needed, Monday through Friday between the hours of 8:00 am and 5:30 pm. No work shall be performed on College holidays and other official closings unless agreed upon in advance by the College and the Contractor. The College academic year calendar can be viewed on the College’s website.

Contractor billing for additional delivery/courier services, other than those noted under “Base Pricing” on the Price Proposal, Section 4, shall specify the rate to be used under “Additional Pricing” on the Price Proposal. Work shall be billed only for actual delivery/courier services performed. The College will not pay Contractor travel expenses, such as fuel surcharges for scheduled runs or trips within Montgomery County, traffic violations, parking citations, etc.

2.3.2 Scheduling

Contractor shall arrive on time for scheduled services, and with two (2) hours of the initial request for on-demand services. All pickups shall be delivered on the same day and based upon the College’s service selection, which shall be based on the Contractor’s Classification/Rating System (e.g. Standard/Routine, Express, Priority, Urgent, Second/Next Day, etc. Bidder shall attach its Service Level list and Description of Services with its bid response). If the Contractor is unable to complete the route due to weather, traffic delays, or mechanical delays, it shall contact the College Contract Administrator or designee within one (1) hour of the scheduled delivery time. If this occurs after normal business hours, a voice message shall be left with the time of the call, reason for the delay, and an estimated time delivery will occur. Contractor shall endeavor to maintain a 95% on-time delivery rate, and shall provide a Delivery Rate Report to the Contract Administrator bi-monthly.

2.3.3 Vehicles

Contractor shall be responsible for providing sufficient and appropriately-sized commercial cargo vans and trucks to accommodate cargo for every day of service required. Should the quantity to be picked up exceed the vehicle’s capacity, the overflow may be picked up on the next scheduled delivery day upon authorization by the College Contract Administrator.

2.3.4 Proof of Delivery

At delivery, Contractor shall obtain the signature of the consignee or responsible individual receiving the shipment. The name, date, and time of delivery shall be recorded in its tracking system. Proof of delivery shall be provided to the College Contract Administrator. The College reserves the right to randomly verify delivery of its materials as well as the quality of delivery services with recipients of its deliveries.

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SECTION 2 – BACKGROUND, SCOPE OF SERVICES AND SPECIFICATIONS/REQUIREMENTS-continued

2.3.5 Incorrect Delivery Addresses

Contractor shall attempt to correct any obvious destination address errors which do not require extensive research for correction (e.g., zip codes, room numbers, etc.), deliver the shipment within time requirements, and record the errors for notification to the sender.

2.3.6 Failed Delivery Attempts

If necessary, the Contractor shall attempt to deliver a shipment three (3) times, leaving a notice of attempted delivery after each delivery attempt. The Contractor shall contact the Contract Administrator or designee after the third unsuccessful delivery attempt for disposition instructions. An additional fee may be applied for returning the shipment to the sender, redirecting the shipment, or making requested fourth and subsequent delivery attempts.

2.3.7 Professionalism and Safety

Contractor's employees or agents shall perform all work under this contract in a professional, skilled, and safe manner. Contractor's employees or agents, shall wear uniforms standard to the courier industry and company and/or ID badges displaying the name of the company when providing courier services, possess a valid operator's license, and drive a properly marked company vehicle. The College reserves the right to request the Contractor to remove from the contract any of its employees deemed unprofessional or unsafe. The Contractor shall be held responsible for the safety of its employees, subcontractors, equipment, and any unsafe actions or conditions that may cause injury or damage to the College community or property during the performance of the contract.

The Contractor shall certify that background checks including local and nationwide criminal database and sex offender registry has been conducted and results deemed satisfactory on all personnel assigned to the College's contract. All background checks are to be done at the expense of the Contractor/Agency.

2.3.8 Wait Time Charges

The first 20 minutes of wait time for any delivery shall be free. A reasonable fee per minute may be charged for any wait time after the first 20 minutes. Bidder shall indicate any per-minute charge for wait time beyond the first 20 minutes in its Price Proposal.

2.3.9 Cancellation Fees

The College shall not be charges any fees if it cancels or modifies any scheduled trip 24 hours before the scheduled time. Bidder shall indicate any cancellation fee(s) in its Price Proposal for cancellations or modifications less than 24 hours from the scheduled time.

2.3.10 Trip Charges

Contractor shall provide written confirmation, either via fax or e-mail, to confirm all new or rescheduled trips.

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2.3.11 Transport Safekeeping

Contractor shall not open (except to deliver and distribute as instructed), alter, disturb, or harm any of the materials to be transported, or allow any third parties to perform such actions on the materials, and shall take all precautions to safeguard College property.

2.3.12 Delays

Contractor must keep the College advised at all times of the status of its orders. Default in promised delivery, without reasons satisfactory to and accepted by the College, or failure to meet specifications, shall authorize the College to purchase services from another vendor and charge the full increase in cost and handling to the defaulting Contractor.

2.3.13 Parking

Contractor shall provide for its own vehicle parking during the performance of the contract, and the College shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violation attributable to employees or agents of the Contractor. Contractor shall adhere to College delivery/parking restrictions and shall be responsible for obtaining/paying for a Contractor parking permit for on-campus parking as needed from the College's Safety and Security Office.

2.3.14 Permits

It shall be the responsibility of the Contractor to comply with all applicable College, Municipal, County, State, and Federal regulations, codes, ordinances, statutes, and laws by securing any necessary permits. The awarded Bidder shall be responsible for informing the College about any applicable statutory or regulatory requirement pertaining to the contracted services.

2.3.15 Hazardous Materials

The College department or office using the contracted services bears responsibility for adhering to College, County, State, and Federal rules and regulations governing the transportation of dangerous goods, restricted articles, and hazardous materials. The Contractor may transport such materials under this contract only when in compliance with all applicable laws and regulations.

2.3.16 Methods of Ordering

Contractor shall indicate the various methods which can be used to order, track, and monitor services (e.g., telephone, fax, e-mail, website/internet). The College places most by telephone and receives confirmations by fax. Upon each contract term renewal, if applicable, the College will issue annual purchase orders to the Contractor.

2.3.17 Customer Service and Contract Management

Contractor must respond to all telephone calls and emails within 24 business hours and shall designate one of its employees as a Contract Manager or Account Representative for the dedicated management of the contract and provide this individual's full contact information prior to the start of the contract. The Contractor shall have a quality assurance program for bill set-up, account maintenance, invoice resolution, shipment tracking, and delivery monitoring.

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2.3.18 Contractor Liability

Contractor shall be contacted immediately by the College when concealed damages are encountered. The Contractor shall inspect the damage including, but not limited to, packing materials, or the Contractor may elect to accept legible photos of damaged shipping packages. The Contractor's liability for damage shall not exceed \$100 per package, or its actual value, whichever is lower, unless a higher value is identified and declared at the time of shipment. Such liability shall commence when a shipment has been received by the Contractor and shall terminate when a shipment has been delivered and accepted, except that the recipient has 24 hours to report damage after delivery. The Contractor shall provide additional declared value coverage for College departments and office at replacement cost up to the maximum current industry standard per mail piece for an additional fee. However, College departments and office will be required to observe the Contractor's limits of liability and restrictions for packages regardless of value. Departments and office requiring higher declared value liability coverage shall contact the College Procurement Office prior to using this contract. Claims for lost or damaged property transported by the Contractor shall be filed in writing by the College within six (6) months from the requested delivery date, and the Contractor must provide claim forms, instructions, and training to all College users of its services.

2.3.19 Fuel Surcharges

The College will only accept fuel surcharges for on-demand services outside its regularly scheduled days/routes or outside Montgomery County. Such fuel surcharges shall not exceed the "Maryland Unleaded Average" for the Contractor's fuel type for the month prior to the Contractor's invoice as reflected on the AAA Gas Prices at <http://gasprices.aaa.com/>. The Contractor's invoice must note the delivery destination and date, the fuel type (regular, mid, premium, diesel), the number of gallons used, the per-gallon price, and the total fuel surcharge.

2.4 Minimum Requirements

- 2.4.1 Qualified Bidders must be based in the United States;
- 2.4.2 Must have a minimum of five (5) years of commercial experience performing courier and delivery services;
- 2.4.3 Must have the personnel, supervision, infrastructure, processes, vehicles, equipment, tools, materials, and supplies necessary to perform service requirements;
- 2.4.4 Must hold applicable licenses required to perform services related to this contract;
- 2.4.5 Bidder's dispatch facility must be located within a 25 mile radius of the Montgomery College, Gaithersburg Business Training Center, located at 12 South Summit Avenue, Gaithersburg, MD 20877, as determined by MapQuest or Google Maps.

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SECTION 3 – BID SUBMISSION INSTRUCTIONS

3.1 Electronic Bid Submission

This language supersedes existing Delivery of Bids, and Signature bid requirements language. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Bid.

All Bidder proposals must be submitted **electronically**, in two separate attachments. One attachment shall consist of the Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single **email** prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Bid (RFB) bid number and title.

In addition to the electronic submission, **one original hard copy proposal is also required**, and must be submitted as follows:

- ✚ **One** complete, signed original Proposal, along with any addenda acknowledgements, if applicable.
- ✚ **One** original, signed price proposal, marked as such, and submitted in a separate envelope. **The hard copy proposal must be received by the College prior to contract award.**

In addition to the electronic submission, one original hard copy proposal is also required. Hard copy proposal shall be delivered to the address listed below and must be received prior to contract award. Vendor proposal will not be rejected, if hardcopy is not received by the proposal submittal deadline; however, it must be received prior to contract award or sooner.

Original hardcopy bid shall be delivered to the following address:

Montgomery College
Central Receiving Dept.
7602 Standish Place
Derwood, Maryland 20855

Note: The RFB number, title, opening date and time must be labeled on the outside of mailing package.

Bid shall be signed, and dated by a bona fide agent of the company. All envelopes must identify that the submission is a response to the RFB and must be marked with the Bidders name and address, the RFB number, and the opening 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.

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SECTION 4 – PRICE PROPOSAL

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement.

Item	Description	UM	Qty	Unit Price	Total Price
BASE PRICING					
1	Base Rate for Scheduled Four (4)-Hour Run	EA	1	\$	\$
2	Base Rate for Scheduled Eight (8)-Hour Run	EA	1	\$	\$
3	Base Price Average of Lines 01 and 02 Above				\$
4	Base Rate for Unscheduled Run	HR	1	\$	\$
5	Base Total Price (Total of Lines 03 and 04 Above)				\$
ADDITIONAL PRICING					
6	Cancellation Fee (Cancelled less than 24 hours prior to scheduled or requested pickup time.)	EA	1	\$	\$
7	Wait Time Charge (Exceed first free 20 minutes. Wait time refers to time exceeding 20 minutes per each stop).	EA	1	\$	\$
8	Fuel Surcharge (Applicable to on-demand, non-routine service requests and those outside of Montgomery County only).	GAL	1	\$	\$
GRAND TOTAL					\$

Montgomery College is tax exempt, certification provided upon request

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 bid 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 _____ Authorized Name (printed/typed) _____

Title _____ Authorized Signature and Date _____

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ATTACHMENT A – MINIMUM REQUIREMENTS CHECKLIST

Bidders must complete and submit this Attachment to demonstrate their level of compliance. Failure to return this section with the bid response may cause the response to be deemed nonresponsive. The College will consider adherence to specifications, price, quality of samples, and references from other customers in its evaluation of Bidders’ proposals.

Bidder must check **(v)** either Column B or Column C below to indicate compliance or noncompliance with the Minimum Requirements listed in Column A.

	MINIMUM REQUIREMENTS (A)	BIDDER COMPLIES (B)	BIDDER DOES NOT COMPLY (C)
1	Bidder has the personnel, supervision, infrastructure, processes vehicles, equipment, tools, materials, and supplies necessary to perform the requirements specified in this bid.		
2	Bidder and its service personnel to be used on this contract are qualified and hold the applicable operator licenses required to perform the contract.		
3	Bidder has the minimum of five (5) consecutive years of commercial experience performing the courier and delivery services required in this bid.		
4	Bidder has included its Price Proposal (Section 4) with its bid response.		
5	Bidder has included its three References (Attachment B) with its bid response.		
6	Bidder has included its Conflict of Interest Statement (Attachment C) with its bid response.		
7	Bidder has included its Contractor Information form (Attachment D) with its bid response.		
8	Bidder’s dispatch facility is located within a 25-mile radius of the Gaithersburg Business Training Center, 12 South Summit Avenue, Gaithersburg, MD 20877, as determined by MapQuest or Google Maps. Dispatch facility address: _____		
9	Bidder has read and will meet the insurance requirements listed in this bid (Section 1.21)		
10	Bidder has attached a copy of its service level list and description of services.		
11	Bidder’s methods of ordering are (check all that apply): <input type="checkbox"/> Website (provide website URL: _____) <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email (provide email address: _____)		
12	Bidder has attached a copy of its COVID 19 Coronavirus protocol for courier/delivery service personnel.		
13	Bidder hereby certifies that background checks have been conducted on personnel to be assigned to this Contract.		

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ATTACHMENT A – MINIMUM REQUIREMENTS CHECKLIST-continued

The undersigned hereby acknowledges that he/she has made a complete and total review of the above and all specifications contained in this bid document and is authorized to sign as the firm’s official representative. Bidder hereby states that all Minimum Requirements compliance indications are true and correct.

Company Name Authorized Name (printed/typed)

Title Authorized Signature and Date

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ATTACHMENT B - REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

Please note: References listed must be able to confirm the Bidder's ability to provide the services requested in this bid document.

References submitted by: _____
Company Name

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ATTACHMENT C – CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and as of this date, are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

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ATTACHMENT D – CONTRACTOR INFORMATION FORM

D.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.

D.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

D.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

D.6 Please provide the following information:

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT E – NO BID RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large

Project is too 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 College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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ATTACHMENT F – 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 Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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

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

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

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

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

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

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

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

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

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

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

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

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

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

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

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

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, 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 Blvd, Rockville, Maryland 20850.

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

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

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

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

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

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

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

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

MINORITY PARTICIPATION Pursuant to Section #16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. “Minority business enterprise” has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by one or more of the socially and economically disadvantaged individuals who own it. A “socially and economically disadvantaged individual” means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native Americans, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g. LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT G – 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 (“MWCOCG”) 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”).

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

- 1. Any public entity participating in this procurement (“Participating Agency”), through their use of this 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 Agency.**
- 2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.**

B. Other Conditions - Contract and Reporting

- 1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;**
- 2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;**
- 3. Contract obligations rest solely with the Participating Agency only; and**
- 4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.**

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.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

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II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

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School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

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**MWCOG Rider Clause
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____ Lead

Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

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<u>Questions</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency’s Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: purchasing@mwkog.org