

OPEN SOLICITATION #1129964  
FOR RECREATION COACH BUS TRANSPORTATION SERVICES

**Exhibit A**  
**Application Process**

To all prospective applicants:

Montgomery County (the “County”) through its Department of Recreation (the “Department”) provides various after school, school break, and weekend programs that include trips (i.e., outings or events) to varying locations both within and outside Montgomery County. The Department also provides various family, senior, and adult outdoor adventure trips; teen trips; and swim meet trips. The Department offers a variety of types of trips of varying durations including one-way trips with Montgomery County; half-day round-trips to locations within and outside of Montgomery County; full-day round-trips to locations within and outside Montgomery County; and overnight round-trips. Passenger pick up sites are at various locations in Montgomery County as determined by the Department. Single day or overnight trips start as early as 5:00am or as late as 5:00pm and end as late as 12:00 midnight. Recreational trips provided will be to locations in and around the District of Columbia, Virginia, Delaware, Pennsylvania, West Virginia, Maryland and various other locations on the East Coast of the United States. Recreational trips could occur on any day of the week, including weekends.

The County will incorporate the General Conditions of Contract Between County and Contractor into the contract as Attachment A. The Contractor must sign the pre-approved form contract as written and must accept all attachments to the pre-approved form contract, including the General Conditions of Contract Between County and Contractor as written, with no modification.

The following documents must be completed and submitted prior to execution of the contract, and will be incorporated into the contract:

1. Attachment B – Recreation Coach Bus Transportation Services Rate Schedule;
2. Attachment C – Mandatory Insurance Requirements;
3. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)) and its companion document entitled, “Minority, Female, Disabled Person Subcontractor Performance Plan” ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf));
4. Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled “Wage Requirements Certification” and “501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form” ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)); and
5. Mid Atlantic Purchasing Team Rider Clause ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)).

Please note that your firm must be registered in the Central Vendor Registration System, in order to provide services to the County. To register in this system, go online to [www.mcipcc.net](http://www.mcipcc.net) and click “Register”. The NIGP Class/Item Code is 962-16. A W-9 form will need to be uploaded.

Applicants must complete and submit the Contract, including the documents referenced above and proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<https://egov.maryland.gov/BusinessExpress/>).

The qualifications for the Recreation Coach Bus Transportation Services are listed in the Contract. The Department will review each application/Contract for completeness and to determine if your firm meets these qualifications. At the discretion of the Department, any applicant may be contacted by the Department to assist them in the determination of the applicant’s qualifications and the determination of the applicant’s responsibility and ability to perform the services

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required. Those applications which are incomplete will be returned to the applicant. These applicants may resubmit a completed application. Those applicants that are found not qualified will be notified by the Department.

If the applicant is determined to be qualified and is considered to be responsible, the Department will obtain the Certificate of Insurance from the applicant and forward it to the Division of Risk Management for review and approval. Upon receipt of an acceptable certificate, the Department will submit all of the documents to the Office of Procurement for processing the Contract.

After execution of the Contract, the Office of Procurement will forward an electronic copy of the Contract to both the Department and the Contractor.

#### APPLICATION PREPARATION EXPENSES

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

#### JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

- Maryland-National Capital Park & Planning Commission (M-NCPPC)
- Montgomery College (MC)
- Montgomery County Public Schools (MCPS)
- Montgomery County Revenue Authority
- Montgomery County Housing Opportunities Commission (HOC)
- Washington Suburban Sanitary Commission (WSSC)
- Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout this Open Solicitation. Each of these entities may purchase from the contractor under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the contractor at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the prices shall be determined by using unit costs and other pertinent costs that are provided in the contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the contractor under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

#### PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective applicants that the County has unlimited data rights regarding applications submitted in response to this solicitation. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by applicant in response to this or any solicitation issued by the County. However, information that is deemed to be confidential, commercial, or financial information as defined by the Maryland Information Act, State Government Article § 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter. It is the responsibility of the applicant to clearly identify each part of the application that it believes is confidential, commercial, or financial information by stamping the bottom right-hand corner of each pertinent page with large, one-inch, boldface letters stating the words "confidential" or "proprietary." The applicant agrees, with regard to any portion of the application that is not stamped as proprietary or confidential, that it believes and expressly permits the County to deem it not to be proprietary or confidential.

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**QUALIFICATIONS OF APPLICANTS**

Applicants may be required to furnish satisfactory evidence that they are qualified and are regularly engaged in performing the services for which they are applying for, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective applicant's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. In addition, the applicant must provide with the application submission proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<https://egov.maryland.gov/BusinessExpress/>) - if applicable.

**SERVICES CONTRACT (County Code 11B-33A)**

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements (Living Wage) for Services Contracts Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If an applicant fails to complete and submit the required material information on the Wage Requirements Certification form, its application may be deemed unacceptable and rejected under County law.

**MANDATORY SUBMISSIONS**

The following items must be completed and submitted by the applicant for consideration of a contract award under this Open Solicitation:

- A. Signed Contract document;
- B. Recreation coach Bus Transportation Services Rate Schedule (Attachment B)
- C. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)) and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan" ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf))
- D. Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)); and
- E. Mid Atlantic Purchasing Team Rider Clause ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)).
- F. Certificate of Insurance that meets the Mandatory Insurance Requirements (Attachment C)
- G. Written description of experience that the applicant has with serving populations such as children, teens, families, seniors, and customers needing to use wheelchairs
- H. List of at least three (3) current references for which comparable work has been performed by the applicant. This list must include company name, person to contact, address and telephone number
- I. Written detailed description of the resolution plan to provide replacement buses in case of breakdown or malfunction of any equipment and also in any emergency situation, including for trips outside Metropolitan Washington (defined as more than two (2) hours away). The plan must include bus agreements with another bus company, if necessary. List subcontractors for these bus replacements.

Failure to submit any of the documents listed above, in a timely manner as indicated, may be cause to consider the applicant as non-responsive.

Should you have any questions regarding this application process, please contact the Department of Recreation at (240) 777-6865.

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**Exhibit B**

**CONTRACT # \_\_\_\_\_**

This Contract is between Montgomery County, Maryland (the “County”) and Atlantic Coast Charters, Inc. (the Contractor).

**I. BACKGROUND**

- A. The County, through its Department of Recreation (the “Department”), provides various after school, school break, and weekend programs that include transportation to varying locations both within and outside Montgomery County. The Department also provides transportation for various County-sponsored family, senior, and adult outdoor adventure trips, teen trips, and swim meet trips.
- B. The County is seeking to obtain adequate coach bus transportation services, for a minimum of 24 to 59 passengers, for trips sponsored by the Department. Some trips may require the use of wheelchair accessible buses.
- C. The Department offers a variety of types of trips of varying durations, including one-way trips to locations within Montgomery County; half-day roundtrips to locations within and outside of Montgomery County; full-day round-trips to locations within and outside Montgomery County; and overnight round-trips. Passenger pick up sites are at various locations in Montgomery County, as determined by the Department. The County intends to provide coach bus transportation services on the same day from as many as ten (10) or more various locations that would require one or more buses at each location.
- D. Single day or overnight trips start as early as 5:00am or as late as 5:00pm and end as late as 12:00 midnight.
- E. Recreational trips provided will be to locations in and around the District of Columbia, Virginia, Delaware, Pennsylvania, West Virginia, Maryland and various other locations on the East Coast of the United States. Recreational trips could occur on any day of the week, including weekends.

**II. SCOPE OF SERVICES**

- A. As may be ordered by the County, the Contractor must provide full size “suburban or inner-city coach” style buses built on a “heavy” chassis as defined in the bus industry. Buses must be available in the following sizes – the County will notify the Contractor as to the desired bus size at the time of order.
  - 1. 24-28 passenger bus (hereinafter a “small” bus);
  - 2. 44-47 passenger bus (hereinafter a “medium” bus); and
  - 3. 55-59 passenger bus (hereinafter a “large” bus).
- B. All buses must be equipped with the following amenities:
  - 1. Reclining seats;
  - 2. Fully functioning heat and air conditioning;
  - 3. Adequate headroom (a minimum of 74 inches is preferred);
  - 4. Public address system with microphone easily accessible to person sitting behind driver;
  - 5. Lights above each seat;
  - 6. Lighted aisles;
  - 7. First aid kits;
  - 8. Tinted glass (preferred); and
  - 9. Other features normally associated with comfortable suburban or inter-city passenger service.

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- C. In addition to the amenities identified in subparagraph B, medium and large buses must also be equipped with:
  - 1. Lavatory facilities;
  - 2. Overhead baggage compartments that close securely; and
  - 3. Movie or video equipment.
- D. The Contractor must ensure that each bus used to perform services under this Contract is equipped to meet all applicable federal and state highway specifications, Interstate Commerce Commission specifications and local specifications, safety standards, emission requirements, and handicap provisions. It is preferred that each bus have a front destination sign.
- E. The Contractor must ensure that each bus used to perform services under this Contract is equipped with working two-way radios, working cellular telephone, or like equipment that will enable communication with terminal or administrative personnel.
- F. As may be ordered by the County, the Contractor must provide a minimum of at least one 56 passenger kneeling bus or a bus with retractable bottom step or ramp, to allow senior citizens and/or disabled passengers to board. The Contractor must provide these buses with a restroom on level (no steps) and with lighted aisles. When requested, these buses must have swivel seats or seats that can be turned around.
- G. The Contractor must ensure that each bus used to perform services under this Contract meets all applicable Americans with Disability Act (ADA) requirements. When requested by the County, the bus provided by the Contractor must be equipped with wheelchair lift or must be a kneeling bus and TV's must have the ability to provide open captioning (except 24-28 passenger buses).
- H. The Contractor must ensure that each bus used to perform services under this Contract is maintained in good working condition, including, but not limited to, properly functioning reclining seats, overhead bins that close securely (except 24-28 passenger buses), operable interior lights, and properly functioning lavatory facilities (except 24-28 passenger buses). Each bus provided must not be more than five (5) years old. The overall appearance, interior and exterior, of the bus provided must be clean, in good condition, and free of unpleasant odors.
- I. The Contractor is responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel and other operating costs incurred by the Contractor as a part of this Contract. The County will not reimburse the Contractor for these expenses. The County will reimburse parking fees to the Contractor at cost, upon submission by the Contractor to the County of original receipts for such items. There shall be no other add-on charges of any kind.
- J. The Contractor's driver must not smoke while performing the services in this Contract.
- K. Cell phone and mobile device usage by the Contractor's driver must be in compliance with State and Local laws.
- L. The Contractor must offer pick-up and drop-off at multiple locations, as directed by the County.
- M. The Contractor must provide backup buses in case of breakdown or malfunction of any equipment used in transporting passengers on County-sponsored trips. Backup buses must contain the same amenities and be equipped in the same manner as primary buses as specified in this Contract.

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- N. For trips outside the Metropolitan Washington Area (defined as more than two (2) hours away from Rockville, Maryland) the Contractor must have in place an agreement with other bus company/companies to provide buses in an emergency.

III. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor must designate and inform the County of a primary contact person, who must be available in the office on the day of the events, at all times when the bus is out, for the County to have a point of contact.
- B. The Contractor's drivers who are assigned to a trip must have a valid Commercial Driver's License (CDL) and a clean driving record for a minimum of one (1) year prior to the date on which the trip is taken. The Contractor must produce a copy of the driver's record, if requested by the County, at no additional cost to the County.
- C. The Contractor must have on file a copy of the results of each driver's background check (fingerprints and driving record). The Contractor must produce copies, if requested by the County, at no additional cost to the County.
- D. The Contractor's drivers must meet all U.S. Department of Transportation regulations regarding hours worked per day.
- E. The Contractor's drivers must meet U.S. Department of Transportation requirements for physical examinations and must carry a physical certification card on their person during all trips provided under this Contract.
- F. The Contractor's drivers must have received and attended customer relations training at the Contractor's expense.
- G. The Contractor's drivers must be properly trained in the operation of the equipment/vehicles provided under this Contract and must be knowledgeable about the requirements of transportation of children, teens, families, seniors, and adults.
- H. The Contractor's drivers must be familiar with the details of each itinerary, know driving directions and use GPS to ascertain the best route to event destination.
- I. The Contractor's drivers providing services under this Contract must not solicit, request, or accept gratuities of any kind.
- J. The Contractor must supply the County with the name and telephone number for a primary contact person during non-business office hours and during emergencies for each event or for overnight bus trips.
- K. The Contractor's driver and bus must arrive at least fifteen (15) minutes prior to scheduled departure time. If the Contractor's driver and bus is late for any reason that results in missed shows or activities, the Contractor is responsible for reimbursing the County for show tickets or other activity expenses lost as a result of the Contractor's lateness.
- L. The Contractor must furnish each bus driver providing services under this Contract with an appropriate uniform identifying them as employees of the Contractor. Contractor's employees must wear the uniform at all times while on duty providing services under this Contract.

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- M. The Contractor's buses must pick up riders at the points designated by the County within Montgomery County. The Contractor's buses may be required to make 2-3 additional stops to pick up additional riders prior to departure for the event or trip. Upon return, the Contractor's buses must drop off all passengers at their original pick-up locations.
- N. As a safety precaution for senior trips returning after dark, the Contractor's buses and drivers must remain at the drop off site until participants have located their vehicles.
- O. The Contractor is fully responsible for all maintenance and service of buses. All bus maintenance must be performed by qualified personnel, possessing proper licenses and certificates.
- P. The Contractor is responsible for providing fuel, lubricants, tools, and employee uniforms. The Contractor must be responsible for providing all other functions and services necessary for the safe, reliable, and efficient operation of the Contract bus service that are not specifically mentioned herein.
- Q. Storage of all buses is the exclusive responsibility of the Contractor.
- R. The Contractor must immediately notify the County if they lose status on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list for any reason.
- S. The Contractor must submit the following documents within ten (10) calendar days after being given an order for service:
  - 1. List of buses assigned to the trip;
  - 2. Names of bus operators assigned to the trip;
  - 3. Copy of each bus operator's driving record, Commercial Driver's License, physical certification card, and background check; and
  - 4. A statement that each driver being assigned to the trip has received and attended customer relations training.

IV. COUNTY'S RESPONSIBILITIES

- A. When possible, the County will provide written notification of trip schedules to the Contractor at least one month in advance of the requested service.
- B. On occasion, the County will give a minimum of forty-eight (48) hour written notification of requested transportation services.
- C. The County has the right to require departure points from anywhere within Montgomery County and to require services on both weekdays and weekends at no additional charge.
- D. When the Contractor's bus driver is requested to stay overnight, the County will be responsible for the room reservation and room payment. No meals shall be provided by the County for the Contractor's bus driver.
- E. The County has the right to revise or cancel trips due to snow emergency or other weather conditions, within two (2) hours' notice to the Contractor prior to the first pick-up without financial penalty, and/or to revise departure and return times, trip intervals, and number of trips during the time period covered by the Contract without any additional cost to the County.
- F. A flat rate cancellation fee as set forth in Attachment B may be charged to the County only if the Contractor receives less than twenty-four (24) hours' notice of a non-weather-related trip cancellation and the

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Contractor's driver has left the terminal prior to the time of notification. No cancellation fees will be allowed or charged to the County if:

1. Notice of the cancellation is given to the Contractor at least twenty-four (24) hours prior to the scheduled departure time;
2. Notice of cancellation is given to the contractor less than twenty-four (24) hours prior to the scheduled departure time, but the Contractor's driver has not yet left the terminal; or
3. The trip is cancelled due to weather;

V. CONTRACTOR QUALIFICATIONS

- A. The Contractor must be on and remain on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list for the entire Contract period in order to provide transportation involving minors. Should Contractor lose status on this list for any reason, the Contractor will not be assigned any work, and the Contract will be terminated for default as outlined in the General Conditions (defined herein).
- B. The Contractor must have records for all bus drivers, including specialized driver training in operating the bus, appropriate Commercial Driver's License (CDL), and meet all Interstate Commerce Commission driver license and certifications.
- C. The Contractor must have a documented, reliable, and punctual track record of service.

VI. SPECIAL TERMS AND CONDITIONS

A. ORDERING TERMS

An order for service placed prior to the termination date of the Contract, but which will not be completed by the termination date of the Contract, must be honored with all the terms, conditions, and prices of the Contract still in effect until final delivery of the services is made and accepted by the County.

B. SUBCONTRACTING

All Subcontractors must meet the same qualifications as the main Contractor. The Contractor must list all Subcontractors' names and qualifications on the Recreation Coach Bus Transportation Services Rate Schedule (Attachment B). A Subcontractor must not be allowed to perform any work without prior approval by the County. The Contractor is fully responsible to the County for the acts and omissions of his/her Subcontractors, and/or persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the County.

VII. COMPENSATION

- A. The Contractor will be compensated for services provided, in accordance with the Recreation Coach Bus Transportation Services Rate Schedule (Attachment B). The cost of all services must not exceed the total amount listed on the purchase order issued by the County to the Contractor.
- B. Some events may require the Contractor's driver to drop passengers off at the event, leave the event, and then return to pick up passengers at a designated time, which may be on a different day. In such cases, the Contractor will be paid a one-hour travel time when the Contractor drops off the passengers at the destination and leaves; and one-hour travel time when the Contractor returns to pick up the passengers from the destination. The County will inform the Contractor in advance when drop-off/return services will be used.



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- C. The Contractor shall not commence any service under this Contract until a purchase order has been executed by the Office of Procurement and a Notice to Proceed has been issued by the Department of Recreation.
- D. This is a requirements contract. The County makes no representation, promise, or guarantee regarding any minimum number of orders to be placed, trips to be taken, or minimum compensation to the Contractor.

VIII. CONTRACT TERM

The effective date of this Contract begins on the later of January 1, 2024 or upon signature by the Director, Office of Procurement. The period in which the Contractor must fill all orders for service under the Contract begins on the Contract's effective date and ends on December 31, 2027.

IX. INVOICES

The County's payment terms are net thirty (30) days. The Contractor must submit itemized statements within thirty (30) days after completion of the services provided by the Contractor to the County. The Contractor's invoices must include the company name and remittance address; the County Purchase Order number; an unique invoice number and date; the name of the contact staff person in Recreation; the name and address of the destination; the date, times, and mileage of the trip; and line-item costs per the Recreation Coach Bus Transportation Services Rate Schedule. All invoices must be submitted to [rec.payable@montgomerycountymd.gov](mailto:rec.payable@montgomerycountymd.gov).

X. REPORTS

All customer service complaints received by the Contractor must be reported verbally or electronically to the County's Contract Administrator within 24 hours and followed up in writing within ten (10) working days.

XI. GENERAL CONDITIONS

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference and made a part of this Contract as Attachment A. The Mandatory Insurance Requirements set forth in Attachment C supersede the Insurance Requirements set forth in Provision 21 of the General Conditions.

XII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this Contract and are listed in order of legal precedence below, in the event of a conflict in their terms:

- A. This Contract document;
- B. The General Conditions of Contract Between County and Contractor (Attachment A), including the Mandatory Insurance Requirements (Attachment C);
- C. Recreation Coach Bus Transportation Services Rate Schedule (Attachment B);

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

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**SIGNATURES**

**CONTRACTOR**

Street: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MONTGOMERY COUNTY, MARYLAND**

By: \_\_\_\_\_

Avinash G Shetty, Director  
Office of Procurement

Date: \_\_\_\_\_

**RECOMMENDED**

By: \_\_\_\_\_

Robin Riley, Director  
Department of Recreation

Date: \_\_\_\_\_

**THIS CONTRACT HAS BEEN PRE-APPROVED AS  
TO FORM BY THE OFFICE OF THE COUNTY  
ATTORNEY AND MAY NOT BE MODIFIED.**

ATTACHMENT A  
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

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

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

**2. AMERICANS WITH DISABILITIES ACT**

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

**3. APPLICABLE LAWS**

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

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

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

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

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

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

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

**4. ASSIGNMENTS AND SUBCONTRACTS**

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

relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

#### 5. CHANGES

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

#### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

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

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

#### 7. COST & PRICING DATA

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

#### 8. DISPUTES

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

#### 9. DOCUMENTS, MATERIALS, AND DATA

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

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

#### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

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

#### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an

individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

#### 17. INCONSISTENT PROVISIONS

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

#### 18. INDEMNIFICATION

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. INSPECTIONS

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

#### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises	300	500	1,000	See Attachment

and operations, and independent  
contractors

Minimum Automobile Liability  
(including owned, hired and non  
owned automobiles)

Bodily Injury

each person	100	250	500	See
each occurrence	300	500	1,000	Attachment

Property Damage

each occurrence	300	300	300	
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Professional Liability\*  
for errors, omissions  
and negligent acts, per  
claim and aggregate, with  
one year discovery period and  
maximum deductible of \$25,000

250	500	1,000	See Attachment
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Certificate Holder

Montgomery County Maryland (Contract #)

Office of Procurement

27 Courthouse Square, Ste 330

Rockville, Maryland 20850

\*Professional services contracts only

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

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

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

(Remainder of Page Intentionally Left Blank)



## 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

## 23. INFORMATION SECURITY

### A. Protection of Personal Information by Government Agencies:

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

### B. Payment Card Industry Compliance:

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

## 24. NON-CONVICTION OF BRIBERY

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

## 25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

## 26. PAYMENT AUTHORITY

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

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

## 27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

#### **28. PERSONAL PROPERTY**

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

#### **29. TERMINATION FOR DEFAULT**

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

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

#### **30. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice.

Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

#### **31. TIME**

Time is of the essence.

#### **32. WORK UNDER THE CONTRACT**

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

#### **33. WORKPLACE SAFETY**

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

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

ATTACHMENT B

RECREATION COACH BUS TRANSPORTATION SERVICES RATE SCHEDULE

The applicant shall submit this form for any of the services listed below. By submission of this form, the applicant is offering the following checked (X) items:

DAY TRIPS

1. \_\_\_\_ 24-28 Passenger Bus at **\$118.00 per hour**, plus one (1) hour travel time
2. \_\_\_\_ 30-40 Passenger Bus at **\$133.00 per hour**, plus one (1) hour travel time
3. \_\_\_\_ 44-48 Passenger Bus at **\$148.00 per hour**, plus one (1) hour travel time
4. \_\_\_\_ 55-59 Passenger Bus at **\$168.00 per hour**, plus one (1) hour travel time

OVERNIGHT TRIPS (55-57 Passenger Bus)

5. \_\_\_\_ Duration of two (2) or more days (less than 500 miles one way) at **\$1,778.00 per day**, plus driver hotel cost
6. \_\_\_\_ Duration of two (2) or more days (500 miles or greater one way) at **\$5.29 per mile**, plus driver hotel cost

CANCELLATION FEE

7. Cancellation fee for less than twenty-four (24) hours' notice (when not due to weather conditions) and driver has left the terminal: **\$223.00**.

OPTIONAL PROMPT PAYMENT TERM

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required but may be offered. Optional prompt payment terms: \_\_\_\_\_%, Net \_\_\_\_\_ Days (please insert, if any)

CONTACT PERSONS

Contact Person (during business hours, M-F 8am-5pm)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person (outside of business hours)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

OPEN SOLICITATION #1129964  
FOR RECREATION COACH BUS TRANSPORTATION SERVICES

REFERENCES

The applicant is to submit three (3) current references for whom comparable service has been performed by the applicant. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services provided.

1. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

3. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Written description of experience that the applicant has with serving populations such as children, teens, families, seniors, and customers needing to use wheelchairs. Separate pages may be attached.

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Written detailed description of the resolution plan, for trips outside Metropolitan Washington (defined as more than two (2) hours away), to provide replacement buses in case of breakdown or malfunction of any equipment. The plan must include bus agreements with another bus company, if necessary. Separate pages may be attached.

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OPEN SOLICITATION #1129964  
FOR RECREATION COACH BUS TRANSPORTATION SERVICES

ATTACHMENT C

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, MCPS and/or their contractors must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***One Million Dollars (\$1,000,000) per occurrence***, bodily injury and property damage including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of ***Five Million Dollar (\$5,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract. The Additional Insured endorsements shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland  
Department of Recreation  
2425 Reedy Drive, 10th Floor  
Silver Spring, MD 20902  
Attn: Allison Cohen