

December 6, 2019

301-279-3637

RFP Number: 9458.1
Due Date: January 6, 2020
Due Time: 2:00 p.m.

To: Prospective Offerors:

Montgomery County Public Schools (hereinafter referred to as "MCPS" or "District") requests proposals from responsible established companies (hereafter referred as "Offeror") who have the experience, capability and resources to provide web development services to MCPS, Department of Transportation (DOT) in accordance with Terms, Conditions and Specifications stated herein. MCPS will evaluate the proposals submitted on the basis of: (1) the firm's experience; (2) support methodology; (3) references; and (4) cost.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on January 6, 2020. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFP number, due date and time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The offeror(s) must submit one (1) original, one (1) redacted copy, and two (2) separate copies of the proposal. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will be received at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader
Procurement Unit

AMD:lb
Enclosure

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Request for Proposal #9458.1

TRANSPORTATION INFORMATION MANAGEMENT

1.0 Intent

Montgomery County Public Schools (hereafter referred to as "MCPS" or "District") requests proposals from responsible established companies (hereafter referred to as "Offeror") with proven experience, capability and resources to provide web development services to MCPS, Department of Transportation (DOT) in accordance with Terms, Conditions and Specifications stated herein. MCPS will evaluate the proposals submitted on the basis of: (1) the firm's experience; (2) support methodology; (3) references; and (4) cost.

2.0 Background

MCPS is considering moving its oracle forms 6i application called Transportation Information Management System (TIMS) to C# WPF MVVM desktop application which will be launched in their terminal servers. Users will log into TS servers to use the application.

Once migration is completed by the contractor, MCPS-DOT will run the converted TIMS application in an internal testing environment in parallel with the older oracle forms version and compare outcomes.

3.0 Scope of Services

A. Type of Tasks

The project consists of oracle forms source files extracted from FMB files, PLLs, MMB and the list of the following 15 oracle forms files to convert to C# within this project.

1. TIMSDISPATCH_fmb.
2. TIMSEMPLOYEE_fmb
3. TIMSFLEET_fmb
4. TIMSMain_fmb
5. TIMSMAINT_fmb
6. TIMSPAR_fmb
7. TIMSPAYROLL_fmb
8. TIMSRROUTE_fmb
9. TIMSSAFETY_fmb
10. calendar.pll

11. CLASSTIMS.pll
12. d2kwutil.pll
13. OFG4BSL.pll
14. OFG4MES.pll
15. OFG4TEL.pll

Contractor's technical team shall migrate the application migration scope into fully functional C# code ("Solution").

The oracle database back end the source application works will remain the same for the target application.

To complete the mentioned scope of work of project MCPS as customer will provide:

- Application Migration Scope (source code that can be executed in Oracle Forms).-
- High-level description of Application Migration Scope.
- Definition or a dump of the database with testing data that the source application works with that can be restored into correctly working database on vendor side.-
- Test cases together with the test data, or description how to check functionality of the Application Migration Scope (i.e. steps to reproduce usage scenarios with input/output data).

Upon requests for more input information that can be necessary for the investigation (e.g., more source files, explanation of workflows, use cases) can be provided.

B. Deliverables

- The target C# WPF MVVM program solution will be Visual Studio Solution, or equivalent. The solution should be able to be compiled, executed, repeat the logic of the source application and run according to the test cases provided by the customer.
- The Solution provided by the vendor for the project will be functional (with limitation of possibly stubbed items) and Customer will have all dependent components to be able to build and run it.
- The target Solution will be a desktop C# WPF MVVM application.

C. Acceptance

- Customer will build and test the solution and compare the results with the ones produced by Application Migration Scope.

- Customer will confirm that solution has the same functionality that Application Migration Scope has.

4.0 Contract Term

The term of contract shall be for two years as stipulated on the RFP. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

5.0 Award

It is the intention to award this contract to the offeror submitting the most favorable response. MCPS will evaluate the proposals submitted on the basis of: (1) the firm's experience; (2) support methodology; (3) references; and (4) cost, and with regard to the offeror ability to perform should it be awarded the contract. Awards shall be made to one successful vendor. However, MCPS reserves the right to make awards according to the best interests of MCPS.

6.0 Contract Termination

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles.

7.0 Pricing

The offeror's pricing proposal shall be a firm fixed price.

8.0 Format of Response

- Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.

- MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, etc.

9.0 References

All Contractors shall include a list of a minimum of three references who use the Contractor's services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents' services. Include names of client, contact person, email address and phone number of all references. Also, as an attachment, Contractors shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short listed Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		

10.0 Project Contact

The MCPS project contact for the proposed procurement is:

Montgomery County Public Schools
 Department of Transportation
 Attn: Charles Ewald
 16651 Crabbs Branch Way
 Rockville, Maryland 20855
 Phone: 240-740-6061

All prospective offerors are cautioned that information relating to the proposed procurement may be obtained only from Laly Bowers, CPPB, Buyer II, Procurement Unit, Department of Materials Management by email Laly_A_Bowers@mcpsmd.org. Any

attempt to solicit information from other sources within the MCPS system may be cause for rejection of offeror's proposal.

11.0 Mandatory Submissions

Each offeror must submit a complete proposal including all required information and attachments. One (1) original and two (2) copies and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery. No faxes or electronic submission of proposals will be accepted at this time. Proposals are to be received no later than 2:00 p.m. EST on January 6, 2020. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
Attn: Laly Bowers, Buyer II
45 West Gude Drive, Suite 3100
Rockville, MD 20850

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

Submissions will become the property of MCPS. MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

Complete Response must include:

- Offeror's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor also may include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.).
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
- Current Form W-9

12.0 Treatment of Technical Data in Proposal

The proposal submitted in response to this request may contain technical data which the contractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that contractor marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages ___ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions.

13.0 Proprietary and Confidential Information

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS 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 the contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

14.0 Applicable Laws and Permits

The Contractor is responsible for obtaining any and all permits required to fulfill this contract and shall comply with all laws, ordinance, rules and regulations of the jurisdictions in which the work may be performed.

15.0 Supplier Requirements

The following requirements are part of the evaluation criteria and will be used to make a recommendation for award by the evaluation committee.

Ability to perform, vendors should provide sufficient information for staff to make a sound judgment and recommendation.

The vendor's proposal shall explain in detail how they propose to complete each of the tasks outlined in the solicitation requirements. The response to the proposal shall be in the same order as the RFP and each task shall be addressed.

Vendor's proposals shall provide sufficient data to allow MCPS staff to make a professional judgment that the offeror response meets the criteria described in the solicitation.

Vendor's must provide company's full name, address, and telephone number, type of organization (i.e. sole proprietorship, partnership, and corporation). Include name of subsidiary and/or parent organization, if applicable. Current company W9 shall be submitted with the response.

The proposal shall include a brief narrative history of the business and business operations.

The key staff named in this proposal shall remain responsible throughout the period of the contract. It shall be the Contractor's responsibility to provide the contract administrator with timely notice of any change of key personnel. In the event of a change, the replacement shall have qualifications equal to or better than the prior key personnel. MCPS reserves the right of approval of any managers directly responsible for the performance of this contract.

16.0 Evaluation Criteria

MCPS reserves the right to ask clarifying questions about submitted proposals. Offeror also may ask questions that they may have related to this RFP prior to submitting their responses. See Schedule of Events. Only proposals received by the deadline will be considered.

MCPS reserves the right to convene a meeting with the top qualified offeror prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

- The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:
- Completeness of Response
- Related past experience and qualifications
- References
- Contractor's understanding of the scope of services as demonstrated by the response to meet MCPS requirements.
- Reasonableness and feasibility of the contractor's proposed detailed work plan and implementation schedule
- Availability of contractor's professional staff to meet timeline for contract execution.
- Cost

A selection committee comprised of MCPS staff will evaluate proposals based on these criteria.

17.0 Schedule of Events

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	December 6, 2019
Questions due:	December 13, 2019
Responses to questions:	December 17, 2019
Proposals Due:	January 6, 2020
Anticipated award date:	February 25, 2020

Questions to this RFP shall be emailed to Laly_A_Bowers@mcpsmd.org responses will be given to all participants.

All dates are subject to change at the discretion of MCPS.

18.0 Pre-Proposal Conference

A pre-proposal conference will not be held. Prospective offerors are encouraged to submit all questions in writing to obtain clarification of the RFP in the preparation of Proposals. Questions are due on December 13, 2019 close of business and responses to questions will be made by close of business on December 17, 2019.

19.0 eMaryland Marketplace Advantage (eMMA)

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

20.0 Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

21.0 Invoice/Payments

The Contractor shall be paid within 30 days after the submittal of an accurate invoice. Invoices shall be in duplicate. One copy shall be submitted to the MCPS Department of Transportation, 16651 Crabbs Branch Way, Rockville, Maryland 20855.

MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard.

MCPS will no longer process check payments. To avoid payment delays all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

22.0 Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the vendor's responsibility to check [eMarylandmarketplace.com](http://www.montgomeryschoolsmd.org/departments/procurement/), the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> under "Event Calendar" or contact the Procurement Unit at 301-279-3637, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a response being deemed non-responsive.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

23.0 Inquiries

Inquiries regarding this solicitation must be e-mailed to Mrs. Laly Bowers CPPB, Buyer II, at Laly_A_Bowers@mcpsmd.org four days prior to the due date for receipt of RFP responses, in order to receive a reply prior to submitting their response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

24.0 Unnecessarily Elaborate Brochures

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

25.0 Protests Procedures

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Contractor making the protest.

26.0 Contract

MCPS plans to enter a contractual agreement with one Respondent to whom the award is made and intends to make MCPS General Contract Articles (Appendix A), attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles are non-negotiable.**

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- ☐ 1. Legal name (as shown on your income tax return) _____
- ☐ 2. Business Name (if different from above) _____
- ☐ 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. SLMBE, (Small Local and Minority Business Enterprise)

The offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- | | | | |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female | <input type="checkbox"/> Disabled | <input type="checkbox"/> None | |

IV. NON-DEBARMENT ACKNOWLEDGEMENT:

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

V. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made
- B. Without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- C. I hereby certify that I am authorized to sign for the bidder. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____

Attachment A

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

☐ Yes ☐ No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

☐ Yes ☐ No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

☐ Yes ☐ No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

☐ Yes ☐ No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

____ (1)* (2)** (3)***
(Subcontractor's Name)

____ () Yes () Yes () Yes
(Street)

____ () No () No () No
(City) (State)

____ (1)* (2)** (3)***
(Subcontractor's Name)

____ () Yes () Yes () Yes
(Street)

____ () No () No () No
(City) (State)

- * (1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
 ** (2) Previously filed certificate of nonsegregated facilities.
 *** (3) Previously filed annual (EEO-1, EEO-4, or EEO-6) compliance report.

Attachment B**Certification of Nonsegregated Facilities**

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of**Requirement for Certifications of****Nonsegregated Facilities**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render its offer nonresponsive.

Initial: _____

Date: _____

Attachment C

Minority Business Enterprise

The Offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- | | | | |
|---|---|-----------------------------------|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Female | <input type="checkbox"/> Disabled | <input type="checkbox"/> None | |

**Mid-Atlantic Purchasing Team
Rider Clause**

**RFP # 9458.1, Transportation Information Management
USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE**

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Authorization To Extend Contract: **RFP # 9458.1**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel Schools			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince George's Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					