



**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF GENERAL SERVICES**

**TIME & MATERIAL HVAC SERVICES
CONTRACT # 1015880**

This Contract is made by and between Montgomery County, Maryland (hereinafter referred to as the "COUNTY") and AAA Complete Building Services, Inc., 2101 Wisconsin Avenue, NW, Washington, DC 20007 (hereinafter referred to as the "CONTRACTOR"), (the COUNTY and the CONTRACTOR together the "PARTIES").

BACKGROUND

The COUNTY requires the CONTRACTOR to provide the services and work as described herein in this Contract and in Montgomery County Request for Proposal # 1015880, Time & Material HVAC Services (the "RFP") and the CONTRACTOR's April 13, 2012 written proposal in response to the RFP to provide the COUNTY with professional time and material HVAC services for Montgomery County facilities (as defined in the RFP); and

The CONTRACTOR is a duly qualified HVAC services firm and represents that they are willing and able to undertake and complete time and material HVAC services as set forth below in this Contract and as described in the RFP (Attachment C), and the Contractor's written proposal in response to the RFP (Attachment D), to the satisfaction of the COUNTY; and

The Director, Department of General Services, for the COUNTY is the duly authorized Contracting Officer of the COUNTY, with authority to sign this Contract on behalf of the COUNTY and is solely responsible for all contractual changes and modifications to the Contract; and

The Director of the COUNTY's Department of General Services or his/her designee, will serve as the Contract Administrator for this Contract, the Contract Administrator has the duties and responsibilities set forth in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor; and

In consideration of the mutual promises made in this Contract, the PARTIES agree as follows:

ARTICLE I
GENERAL CONDITIONS AND INSURANCE

The CONTRACTOR must comply with the General Conditions of Contract Between County and Contractor ("General Conditions") and the Mandatory Insurance Requirements, the latter of which supersedes Paragraph 21 of the General Conditions. Both of which are incorporated by reference herein and made part of this Contract as Attachments "A" and "B", respectively.

ARTICLE II
PRIORITY OF DOCUMENTS

The following documents are incorporated into and made a part of this Contract by reference. In the event of any inconsistencies among the documents comprising this Contract, the order of priority for purpose of resolving conflict is:

- A. This Contract Document, Number 1015880;
- B. The General Conditions (Attachment A), with Paragraph 21 of Attachment A superseded by Attachment B, the Mandatory Insurance Requirements;
- C. The COUNTY's Request for Proposal (RFP) Number 1015880 (Attachment C).
- D. The CONTRACTOR's written proposal dated April 13, 2012 (Attachment D).

ARTICLE III
SCOPE OF SERVICE

The CONTRACTOR must provide the COUNTY with all of the goods, personnel, and services required for the performance of the work as set forth in RFP 1015880 (Attachment C), particularly Section C, Scope of Services, Pages 17-20 and Section I, Special Terms and Conditions, Pages 24-27 of the RFP, and the CONTRACTOR's written proposal dated April 13, 2012 (Attachment D) at the rates and prices set forth in the CONTRACTOR's written proposal (Attachment D). In addition, the CONTRACTOR agrees to the following:

A. **MANAGING DEPARTMENT**

The managing department for this Contract is the County's Department of General Services, Division of Facilities Management with its administrative office located at 1301 Seven Locks Road, Rockville, Maryland 20854.

B. **LEGAL REQUIREMENTS**

The CONTRACTOR must provide the services, goods, personnel, and work as described herein in compliance with the specifications and requirements of this Contract, the RFP and the Contractor's proposal and must meet all applicable Federal, State and Local laws and regulations related to the performance of the work described in this Contract.

C. CORRECTION OF DEFECTIVE WORK

The Contractor must correct, in its entirety and at no additional cost to the County, any work that is defective under the specifications required by the County for any particular work ordered under this Contract, to the satisfaction of the Contract Administrator.

ARTICLE IV
COMPENSATION

The CONTRACTOR's invoices must delineate the work performed and the hourly rate or price applicable to the work performed. The Contractor's rates and prices are as set forth in Attachment D and are fully burdened and inclusive of all costs, profit and overhead necessary for the performance of work by the CONTRACTOR as described in the Contract.

The COUNTY will pay the CONTRACTOR monthly, if applicable, contingent upon the COUNTY's receipt, acceptance and approval of the CONTRACTOR's summary statement of work performed under this CONTRACT and the CONTRACTOR's detailed invoice that is based on the rates and prices set forth in Attachment D. The CONTRACTOR's invoice must delineate the work performed and the hourly rate or price applicable to the work performed as set forth in Attachment D. The CONTRACTOR's invoice must be submitted to the Contract Administrator Designee for review, acceptance, approval and payment. The COUNTY reserves the right to request and review additional documentation to be provided by the CONTRACTOR upon the COUNTY's request of the CONTRACTOR, prior to payment of any disputed portion of an invoice. The CONTRACTOR's monthly invoices must summarize daily activity.

The Contractor may request a price adjustment in accordance with Section D, Performance Period, Item 2, Price Adjustments of the RFP.

ARTICLE V
METHOD OF PAYMENT

Billing terms on invoices are net thirty (30) days. The COUNTY will make payment to the CONTRACTOR within thirty (30) calendar days from the date of the COUNTY's receipt, acceptance, and approval of a true and correct invoice submitted by the CONTRACTOR in a form and format approved by the COUNTY and containing all necessary supporting documentation.

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate No. 30001235 and Federal Excise Tax, Exemption Certificate No. 52-6000980.

Invoices must be directed to:
Division of Facilities Management
P.O. Box 9140
Gaithersburg, Maryland 20898-9140

ARTICLE VI
CONTRACT TERM

The effective date of this Contract begins upon signature execution by the Director, Department of General Services. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director, at his/her sole option may, but is not required to, renew the term. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the term four (4) times for one (1) year each.

The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs from July 1 through June 30. Funds have been appropriated for this Contract through June 30, 2013. For fiscal years beginning July 1, 2013 and for any subsequent fiscal years, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for a fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County.

ARTICLE VII
SPECIAL TERMS AND CONDITIONS

A. **COUNTY BENEFITS**

The CONTRACTOR/CONTRACTOR's employees must not claim any COUNTY right or benefit as a condition of their employment in the performance of work under this Contract.

B. **RIGHT TO REQUIRE PERFORMANCE**

The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision of this Contract shall in no way affect the right of the COUNTY thereafter to enforce the same; nor shall waiver by the COUNTY of any breach of any provision of this Contract be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VIII
CONTRACT ADMINISTRATION

A. **CONTRACTING OFFICER**

The Director of the Department of General Services is the delegated Contracting Officer.

B. CONTRACT ADMINISTRATOR

The Contract Administrator for this contract is Frank Howard, Acting Deputy Chief, Division of Facilities Management, Department of General Services.

The Contract Administrator has the duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor. However, no Amendment to this Contract is effective until it is signed by the Director, Department of General Services.

ARTICLE IX
CONTRACTOR DESIGNATED POINT OF CONTACT ADMINISTRATION

A. CONTRACTOR REPRESENTATIVE

The CONTRACTOR designated points of contact are:

Matt Wert
Associate VP
(202) 625-4195
mattw@donohoe.com<mailto:mattw@donohoe.com>

Don Vanderhoof
Service Manager
(202) 302-1053
donv@donohoe.com<mailto:donv@donohoe.com>

[SIGNATURE PAGE FOLLOWS]

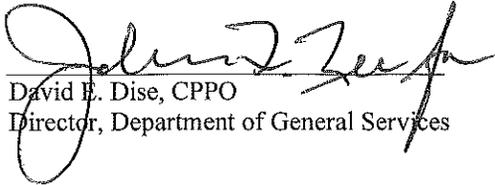
SIGNATURES

IN WITNESS WHEREOF, the duly authorized representative of the COUNTY and the CONTRACTOR has executed this Contract on the dates shown.

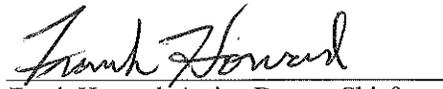
AAA COMPLETE BUILDING SERVICES, INC.

By: 
Typed: Terrence Oakley
Title: Senior VP
Date: 10/10/12

MONTGOMERY COUNTY, MARYLAND

By: 
David E. Dise, CPPO
Director, Department of General Services
Date: 12/21/12
JD

RECOMMENDED

By: 
Frank Howard, Acting Deputy Chief
Division of Facilities Management
Department of General Services
Date: 10/11/12

APPROVED AS TO FORM AND LEGALITY

By: 
Office of County Attorney
Date: 10/2/12

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR1. 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.

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. 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 prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

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 Maryland 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. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, 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, Department of General Services. 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.

5. CHANGES

The Director, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services;
- (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, Department of General Services, 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, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, 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, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, 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, Department of General Services, 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 Title 14 of the Election Law, Annotated Code of Maryland.

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 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. 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, Department of General Services, 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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 Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
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

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

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>Over 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
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

(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. 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.

24. 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.

25. PAYMENTS

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. 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.

26. 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.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, 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, Department of General Services, 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.

28. 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.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence 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.

31. 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.

RFP #1015880
ATTACHMENT F**MANDATORY INSURANCE REQUIREMENTS**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

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

Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' 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 named 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.

Policy Cancellation

Written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
DGS / DREAMS / Valerie Hubanks
101 Monroe Street, 9th floor
Rockville, Maryland 20850
Contract #1015880

Notice to Offerors**Request for Proposals**

#1015880

for

Time and Material HVAC Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A on page G2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/OBRC) and clicking on "Living Wage" Requirement Law.



REQUEST FOR PROPOSALS
#1015880
for
Time and Material HVAC Services
March 12, 2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and three (3) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M. on April 13, 2012 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 10:00 A.M. on March 20, 2012 at Division of Facilities Management, Maintenance Section - 1301 Seven Locks Road - Potomac, Maryland 20854.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Bill Herrmann in the Division of Facilities Management at 240-777-5369.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Eric V. Harris at (240) 777-9922.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
--	----------

or

This is a Construction Contract (See Attachment H):	
--	--

or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
--	--

David E. Dise, Director
Department of General Services

RFP #1015880
TABLE OF CONTENTS

Acknowledgment	5
Name and Signature Requirements for Proposals and Contracts	
Acknowledgment of Solicitation Amendments	
Section A	6
<u>Instructions, Conditions and Notices</u>	
Acceptance Time	
Acknowledgment	
Contract Documents	
Determination of Responsibility	
Joint Procurement	
Late Proposals	
Minority, Female, Disabled Person Program Compliance	
Montgomery County Code and Procurement Regulations	
Optional Pre-submission Conference	
Payment Terms	
Proposals	
Proposal Withdrawal/Modification	
Proprietary & Confidential Information	
Protests	
Public Posting	
Qualification of Offerors	
Questions	
Services Contract	
Solicitation Amendments	
Solicitation Preparation Expenses	
Verbal Explanations	
Section B	11
<u>General Conditions of Contract Between County and Contractor</u>	
Accounting System and Audit, Accurate Information	
Americans with Disabilities Act	
Applicable Laws	
Assignments and Subcontracts	
Changes	
Contract Administration	
Cost & Pricing Data	
Disputes	
Documents, Materials and Data	
Duration of Obligation	
Entire Agreement	
Ethics Requirements/Political Contributions	
Guarantee	
Hazardous and Toxic Substances	
Health Insurance Portability and Accountability Act (HIPAA) Compliance	
Immigration Reform and Control Act	
Inconsistent Provisions	
Indemnification	
Independent Contractor	
Inspections	
Insurance	
Intellectual Property Approval and Indemnification - Infringement	

TABLE OF CONTENTS

	Non-Conviction of Bribery	
	Non-Discrimination in Employment	
	Payments	
	Personal Property	
	Termination for Default	
	Termination for Convenience	
	Time	
	Work Under the Contract	
	Workplace Safety	
Section C	<u>Scope of Services</u>	17
	Description	
	Quality Assurance	
	Contractor's Qualifications	
	Communication	
	Storage	
	Estimates	
	Emergency Call Back Service	
	Labor	
	Regular Working Days and Hours	
	Debris	
Section D	<u>Performance Period</u>	20
	Term	
	Price Adjustments	
Section E	<u>Method of Award/Evaluation Criteria</u>	22
	Procedures	
	Evaluation Criteria	
Section F	<u>Submissions</u>	21
	Proposal Submissions	
	Award Submissions	
Section G	<u>Compensation</u>	22
Section H	<u>Contract Administrator</u>	23
	Authority	
	Using Department	
Section I	<u>Special Terms and Conditions</u>	24
	Contractor's Response	
	Estimates	
	Inspector	
	Invoices	
	Materials	
	Materials and Workmanship	
	Payments	
	Performance Bond	
	Permits	
	Personnel	
	Quantities	
	Service Facilities	
	Subcontracting	
	Background Investigations	
Section J	<u>Ethics</u>	25

TABLE OF CONTENTS

ATTACHMENTS

A. References	A1
B. Metropolitan Washington Council of Governments Rider Clause	B1
C. Minority Business Program & Offeror's Representation	C1
D. Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan	D1
E. Offeror's Certification of Cost and Price	E1
F. Mandatory Insurance Requirements	F1
G. 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"	G1
H. Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor	H1
I. Job Authorization Form	I1
J. Fee Schedule	J1

Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 5) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000).
6. Wage Requirements for Services Addendum and Wage Requirements Certification.
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and,
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

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 the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. 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 offerors 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's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer 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 offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

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 for Services Contracts Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 5) submitted.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

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

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - 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.

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. 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 prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

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 Maryland 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. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, 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, Department of General Services. 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.

5. CHANGES

The Director, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services;
- (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, Department of General Services, 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, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, 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, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, 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, Department of General Services, 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 Title 14 of the Election Law, Annotated Code of Maryland.

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.

RFP #1015880

- 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 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. 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, Department of General Services, 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP #1015880

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 Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
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

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

RFP #1015880

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>Over 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
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

(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. 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.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with thenon-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.

25. PAYMENTS

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. 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.

26. 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.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, 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, Department of General Services, 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.

28. 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.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence 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.

31. 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.
PMMD-45. REVISED 04/01/10**

SECTION C - SCOPE OF SERVICES

1. DESCRIPTION

- 1.1 The Contractor must provide all necessary management, supervision, personnel, labor, tools, materials, and equipment to perform installation, corrective maintenance, testing, inspection, repairs, and troubleshooting of all types of HVAC/mechanical equipment and associated controls to include, but not limited to:
- Air compressors
 - Air dryers
 - Air handling units
 - Base board heaters
 - Boilers
 - Chillers
 - Compressors
 - Condensers and evaporators
 - Cooling towers
 - Co ray van infrared heaters
 - Duct heaters
 - Exhaust fans
 - Fan coil units
 - Fans
 - Heat/cool - packaged type, self contained units
 - Heat exchangers
 - Heat pump units
 - Heating coils
 - Hot air furnaces
 - Kitchen hoods
 - Pneumatic Controls
 - Pumps
 - Refrigerant coolants
 - Refrigerant piping
 - Steam or hot water boilers
 - Unit heaters
 - Unit ventilators
 - VAV systems
 - Variable drive units
- 1.2 The Contractor must perform renovation, alterations and installations of new and existing HVAC/Mechanical systems.
- 1.3 The Contractor must provide Emergency repair service.
- 1.4 Services will be on an "as-needed" basis upon direction of the Contract Administrator or designee.

2. QUALITY ASSURANCE

Contractor must be an established HVAC/Mechanical service contractor experienced in providing HVAC/Mechanical services of the types and to the extent outlined in the Scope of Services.

3. **CONTRACTOR'S QUALIFICATIONS**

- 3.1 The Contractor must have provided supervision and qualified personnel to ensure competent performance of the work to an organization of similar size and nature for a minimum of three (3) years. The Contractor will be responsible for the proper conduct of all its personnel while on the premises. The Contractor must not employ any person or persons in or about the premises who use improper language or act in a loud or boisterous manner. The Contractor agrees to remove any employee in performing services under this contract, whose conduct the Contract Administrator or designee justifies is detrimental to the best interest of the County.
- 3.2 The Contract Administrator or designee reserves the right to approve or request the removal of any person assigned by the Contractor to perform work under the Contract. The mechanics and the apprentices must be able to communicate clearly in the English language and must be authorized to work in the United States. No change of personnel will be made without the approval of the Contract Administrator or designee.

4. **COMMUNICATION**

- 4.1 The Contractor must provide a cell phone to each of its field personnel for communication between the County and the Contractor's field personnel.
- 4.2 The Contractor must have daily direct access to email and/or FAX machine.
- 4.3 The Contractor must supply a designated supervisor on the job at all times.

5. **STORAGE**

- 5.1 No material or equipment will be stored on any of the County facilities, unless authorized by the Contract Administrator or designee.

6. **ESTIMATES**

- 6.1 The Contractor will prepare and submit to the Contract Administrator or designee for approval, prior to performing work, a Job Authorization Form (JAF see Attachment I) within two (2) days of the Contract Administrator's or designee's request, in accordance with the Contract prices, containing the following:
- a. Brief description of the work to be performed
 - b. Number of labor hours and types of labor
 - c. Material cost estimate, less any applicable rebate
 - d. Estimated completion date
 - e. Rental equipment and subcontracting requirements
 - f. Contract number
 - g. Signature verifying estimate
- 6.2 No request will be considered for compensation in addition to the price submitted on the "Job Authorization Form" unless modified in writing by the Contract Administrator or designee.
- 6.3 Whenever any HVAC equipment is having maintenance or repair/replacement services performed, part of the service must include a cleaning of the device for dirt and dust removal.
- 6.4 The Contractor must work from verbal and/or written instructions, sketches, or drawings. The Contractor is to have sufficient resources to be able to respond to more than one (1) job at any given time.

- 6.5 The Contractor is required to furnish a cellular phone to its mechanic while performing work under this Contract. Mechanics must notify the Contract Administrator or designee at the time of arrival to each job site and upon completion of each task assigned by the Contract Administrator or designee. The Contract Administrator or designee must be able to place a phone call directly to any of the Contractor's mechanics while they are working on County property and receive an immediate response form the mechanic whom the call was placed.
- 6.6 The Contractor must submit daily ticket(s) within ten (10) days, upon completion of work, to the Contract Administrator or designee. The daily ticket(s) must contain the: Name(s) of the Supervisor, Journeymen and Apprentices, the location(s) they worked, hours they worked, and a brief description of the daily activities and a list of all part/materials used for that day.
- 6.7 The Contractor must not commence service under any JAF until a purchase order has been executed by the Office of Procurement and a Notice to Proceed has been issued for that JAF by the Department.

7. **EMERGENCY CALL BACK SERVICE**

- 7.1 The Contractor must respond to requests for emergency repair service as defined herein. Rates for emergency repair service are the same for regular and overtime rates listed on the Fee Schedule. The County reserves the right to specify what constitutes the Emergency situation. The Contractor must respond within a two (2) hour period to effect emergency repairs. Emergency repair services will comply with all requirements of the Scope of Services, with one (1) exception, verbal "Not-To-Exceed" estimates and approvals may be utilized.
- 7.2 The County's representative on the project will be responsible for advising the Contractor of the problem, and signing off on the Contractor's record of time and materials. The Contractor must provide a phone number for emergency use outside of normal business hours.
- 7.3 In other than an Emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to a call for service.

8. **LABOR**

The Contractor may be requested by the County to provide one or more tradesmen, listed on the Fee Schedule, (Labor Classification), as needed, equipped with a truck and standard tools of the trade to provide labor only under the terms of this Contract. Such tradesmen must work under the direction and supervision of the County. Payment will be at the prevailing rate for each level of tradesmen as specified on the Fee Schedule.

9. **REGULAR WORKING DAYS AND HOURS**

Regular working hours will be 7:00 a.m. to 4:30 p.m., Monday through Friday. Overtime hours are any hours after 4:30 p.m., and before 7:00 a.m., Monday through Friday and/or any hours on Saturday, Sunday or County Holidays. The following are County observed Holidays:

New Year's Day	Memorial Day	Veterans' Day
Dr. Martin Luther King's Birthday	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Christmas Day

No overtime or holiday work is authorized without prior approval of the Contract Administrator or designee.

10. **DEBRIS**

Removal and disposal of debris from the County work site, caused by the Contractor, will be the responsibility of the Contractor. The Contractor is encouraged to voluntarily recycle used oil/coolant and scrap metal products. If possible, the Contractor will provide "green or energy saving material" for the job, listing the prices of both types of material on the Job Authorization Form (JAF). Materials purchased with the County's monies shall be and remain the property of the County.

SECTION D - PERFORMANCE PERIOD1. **TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) times for one (1) year each.

2. **PRICE ADJUSTMENTS**

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- **Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request.** A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews will be conducted with the three highest scoring offerors based on the QSC's score for each written proposal. The interview criteria that will then be utilized, is listed below under Section E.2.b. The QSC will also review an offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview scores and its responsibility determination.
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA

POINTS

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

1. Describe the names, qualifications and experience of the staff and subcontractors to be assigned to this contract.	20
2. Describe the training program that each employee completes for your company. Include any provisions for background checks, licensing verifications, etc.	20
3. Describe your company's service facility, equipment and your supply of parts and materials that will be used to provide HVAC services to the County.	20
4. List three firms that your company has had/have contracts with for work similar in nature and size.	10
5. Costs – Explain and itemize your costs as required on the attached Fee Schedule. (Attachment J)	30
Highest possible QSC score for written proposal evaluation:	100

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. Describe the names, qualifications and experience of the staff and subcontractors to be assigned to this contract.	20
2. Describe the training program that each employee completes for your company. Include any provisions for background checks, licensing verifications, etc.	20
3. Describe your company's service facility, equipment and your supply of parts and materials that will be used to provide HVAC services to the County.	20
4. List three firms that your company has had/have contracts with for work similar in nature and size.	10
5. Costs – Explain and itemize your costs as required on the attached Fee Schedule that was submitted. (Attachment J).	30
Highest possible QSC score for interview evaluation:	100

SECTION F - SUBMISSIONS**1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, fax number, email address, and a cell phone number.
- b. The Acknowledgment (page 5) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope required by the County. (See Attachment A)
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G.** Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- h. Provide the names, qualifications and experience of the staff and subcontractors to be assigned to this Contract.
- i. Describe the training program that each employee completes for your company. Include any provisions for background checks, licensing verifications, etc.
- j. Describe your company's service facility, equipment and your supply of parts and materials that will be used to provide HVAC services to the County.
- k. Costs – Explain and itemize your costs as required on the attached Fee Schedule (Attachment J).

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.
- e. **Performance Bond in the amount of \$250,000.00** (See Section I.8 under Performance Bond)
- f. State of Maryland licensed HVAC Journeyman Mechanic (see personnel on page 26)

SECTION G - COMPENSATION

The contractor will be paid within 30 days of submission of an acceptable and proper invoice for work completed under the JAF that was accepted by the department.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated Contracting Officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any contract resulting from this solicitation will be Richard Jackson, Chief, Division of Facility Management.

Along with the duties and responsibilities outlined in Provision #6 – Contract Administration, of the General Conditions of Contract Between County and Contractor, the Contract Administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and 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 Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services 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, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR'S RESPONSE

The HVAC/Mechanical Contractor must be available twenty-four (24) hours a day, seven (7) days a week to respond to request by the Contract Administrator or designee for emergency repairs services. Emergency repairs are those repairs which are identified as such by the Contract Administrator or designee. The Contractor must respond within a two (2) hour period to effect repairs. The County reserves the right to specify what constitutes an emergency situation. The Contractor will be responsible for and have the capability to place adequate barricades at the affected areas to restrict unauthorized access to the area. The Contractor must provide a phone number for emergency use outside normal business hours.

2. ESTIMATES

Within two (2) days of a request for a "Not-To-Exceed Estimate" (NTE), the Contractor must prepare and submit a Job Authorization Form (JAF see Attachment I) to the Contract Administrator or designee for approval prior to performing work in accordance with contract price which will contain the following:

- a. Brief description of the work to be performed
- b. Number of labor hours and types of labor
- c. Material cost estimate, less any applicable rebate
- d. Estimated completion date
- e. Subcontracting and rental equipment requirements
- f. Contract number
- g. Signature verifying estimate

No request will be considered for compensation in addition to the price submitted in the "Job Authorization Form" unless modified in writing by the Contract Administrator or designee. If the Job Authorization Form (see Attachment I), Not-To-Exceed (NTE) estimate is determined to be excessive in cost or completion date, the County may issue a separate solicitation for the services. The County will only pay for actual working hours and for actual material costs as evidenced by the paid material invoices supplied with any invoice to the County.

3. INSPECTION

All work and materials supplied under the Scope of Services will be subject to inspection by the Contract Administrator or designee. All parts of the work must be accessible for inspection by the Contract Administrator or designee. The Contractor must correct in its entirety, any work that is defective under these specifications to the satisfaction of the Contract Administrator or designee.

4. INVOICES

All invoices need to include the daily tickets and the paid receipts for any materials purchased and for any equipment rental or subcontracting identified on the Job Authorization Form for use on the project. Warranties must be included for any equipment installed. The original invoice, a copy of the JAF, and all attachments are to be sent to:

Department of General Services
Division of Facilities Management
Accounts Payable
P.O. Box 9140
Gaithersburg, Maryland 20898

5. MATERIALS

Materials supplied by the Contractor shall be at Contractor's cost. The Contractor's charges for materials shall be based on either established Catalog or List Price in effect when material is furnished, less all applicable discounts; or, the current market price for items not listed in a catalog/price list, and in no event shall the price exceed the Contractor's sale price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. Material prices shall be subject to verification by the County.

6. MATERIALS AND WORKMANSHIP

All vehicles, tools and equipment considered to be normal and customary to the trade and utilized in the performance of the work will be furnished by the Contractor at no cost to the County. The equipment used must be of sufficient type, capacity and quantity to safely and efficiently perform the work specified.

No payment will be made for equipment rental unless specific approval is obtained before the fact, and the rate is mutually agreed to by the Contractor and the Contract Administrator or designee. Job authorization forms must reflect such agreements.

All equipment is subject to inspection and approval by the Contract Administrator or designee. Such approval may require on-site demonstration of the capability of any proposed equipment at no cost to the County. The Contractor must maintain the same controls, procedures and quality throughout the contract period as demonstrated.

7. PAYMENTS

The Contractor will be paid within 30 days of submission of an acceptable and proper itemized invoice for a completed JAF.

The County's Standard Payment terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices during the Method of Award/Evaluation process. Prompt payment discounts may be offered on a shorter payment basis and may be exercised at the County's option at any time during the contract adopted by the County at time of award, but will not be considered during the Method of Award/Evaluation process.

Invoices (2 copies) are to be supported by records of "Time and Material." A copy of paid receipts for material/equipment used or installed for each job performed will be submitted with the invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Contract Administrator or designee.

Those invoices not acceptable to the County will be returned to the Contractor for correction. The County will pay the Contractor within thirty (30) days after completion of the job and approval of correct invoices, whichever is later. The Contractor must keep and maintain complete and accurate records of all work performed.

The Contract Administrator or designee may decline to approve an invoice and may withhold the invoice in whole or in part, to the extent necessary to protect the County, if in the Contract Administrator's or designee's opinion the work is not in compliance with the terms and conditions of the contract document. The Contract Administrator or designee, may also decline to approve any invoice, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any invoice previously

issued, to such extent as may be necessary to protect the County from loss, because of, but not limited to the following:

- a. Defective work not remedied
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment.
- d. Reasonable indication that the work will not be completed within the contract time.
- e. Unsatisfactory prosecution and/or performance of the work by the Contractor.

8. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurer's Check or Irrevocable Letter of Credit) prepared on an approved form in the amount of \$250,000. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next highest ranked offeror. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this Contract.

9. PERMITS

The Contractor will be responsible for obtaining any and all necessary permits to perform specific work as required and will be responsible for scheduling inspections and adhering to National, State of Maryland, County and municipal code requirements related hereto.

10. PERSONNEL

Based on previous experience, the County requires that the Contractor must have as part of their regularly employed staff:

- a. A minimum of one (1) full time (40 hour per week) Foreman (Supervisor) licensed by the State of Maryland as a HVAC Journeyman. Name to be provided.
- b. A minimum of one (1) full time (40 hour per week) Mechanic licensed with a State of Maryland HVAC Unlimited Master License.
- c. A minimum of eight (8) full-time (40 hour per week) State of Maryland licensed HVAC Journeyman Mechanics. All names to be provided.
- d. A minimum of four (4) full-time (40 hour per week) HVAC Mechanic Apprentices registered by The State of Maryland. All names to be provided.
- e. The Contractor's employees must be able to communicate clearly in the English language and certified to be eligible to work in the United States.
- f. The Contractor's employees while at County work sites must at all times wear contractor supplied uniforms and photo identification (provided and paid for by the Contractor).

11. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Fee Schedule. Under the terms of this solicitation, however, the resultant contract is considered a "Time and Material" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claim for compensation in addition to the contract unit prices listed on the Fee Schedule. In addition, all purchases are contingent upon the appropriate fiscal funding.

12. SERVICE FACILITY

The Contractor must demonstrate evidence of a service facility, as well as an adequate supply of parts and supplies to provide both regular and emergency HVAC/Mechanical services as described in the Scope of Services. The facility must be owned or leased by the Contractor and such ownership or lease must be effective during the entire term of the Contract. The facility may be inspected prior to award of the Contract or any time during the Contract period. It is anticipated that documentation of the above information will be provided with the proposal.

13. SUBCONTRACTING

For work related to the intent of this Contract, Subcontractors may be utilized. No Subcontracting agreement will be authorized without prior approval of the Director, Department of General Services and the Contract Administrator or designee. Should the Contractor require the use of Subcontractors in the performance of work activities under this Contract, the Contractor will submit to the Contract Administrator or designee the name of the Subcontractor and three (3) examples of projects of similar size and scope to that which the Subcontractor is proposed to perform. The County reserves the right to reject any Subcontractor that does not provide qualified examples. No more than 30% of the aggregate estimated value of the Contract will be permitted to be subcontracted at the higher rate. All work subcontracted will be issued via a Job Authorization Form (JAF).

14. BACKGROUND INVESTIGATIONS

The County reserves the right to request a background investigation, based on the facility being serviced from the Contractor for any/all employee under this Contract, at any time during the duration of the Contract. The County, at its own cost, may also conduct its own background investigation of any employee under this Contract in addition to any investigation by the Contractor. The background investigations being provided by the Contractor will be at its own cost. The background investigations are to be submitted to the Contract Administrator or designee.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. **The three (3) 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 or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. 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. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Alexandria Sanitation Authority	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Arlington County Public Schools	_____	_____	Montgomery College
_____	_____	Bladensburg, Maryland	_____	_____	Montgomery County, Maryland
_____	_____	Bowie, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Charles County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	College Park, Maryland	_____	_____	OmniRide
_____	_____	Culpeper County, Virginia	_____	_____	Potomac & Rappahannock Transportation Commission
_____	_____	District of Columbia	_____	_____	Prince George's County, Maryland
_____	_____	District of Columbia Courts	_____	_____	Prince George's County Public Schools
_____	_____	District of Columbia Public Schools	_____	_____	Prince William County, Virginia
_____	_____	District of Columbia Water & Sewer Authority	_____	_____	Prince William County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County Service Authority
_____	_____	Fairfax County, Virginia	_____	_____	Rockville, Maryland
_____	_____	Fairfax County Water Authority	_____	_____	Spotsylvania County Schools
_____	_____	Falls Church, Virginia	_____	_____	Stafford County, Virginia
_____	_____	Fauquier County Schools & Government, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Frederick, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Frederick County, Maryland	_____	_____	Vienna, Virginia
_____	_____	Gaithersburg, Maryland	_____	_____	Virginia Railway Express
_____	_____	Greenbelt, Maryland	_____	_____	Washington Metropolitan Area Transit Authority
_____	_____	Herndon, Virginia	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Leesburg, Virginia	_____	_____	Winchester, Virginia
_____	_____	Loudoun County, Virginia	_____	_____	Winchester Public Schools
_____	_____	Loudoun County Public Schools	_____	_____	
_____	_____	Loudoun County Sanitation Authority	_____	_____	
_____	_____	Manassas, Virginia	_____	_____	
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor's Name

RFP #1015880
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES NO

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss
Program Specialist II
255 Rockville Pike, Suite 180
Rockville, MD 20850

RFP #1015880
ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP #1015880
**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____
This subcontractor will provide the following goods and/or services: _____

2. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date: _____
MFD Program Officer

Date: _____
MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date: _____
Director
Department of General Services

Date: _____
Director
Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

RFP #1015880
ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

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

Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' 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 named 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.

Policy Cancellation

Written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
DGS / DREAMS / Valerie Hubanks
101 Monroe Street, 9th floor
Rockville, Maryland 20850
Contract #1015880

ATTACHMENT G
Wage Requirements for Services Contract Addendum
to the General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number			Fax Number		
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title		
Phone Number		Fax Number			
E-mail Address					

YOU MUST MARK ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
3. a contract with a public entity. Section 11B-33A (b) (3).
4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).

- 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

- C. Nonprofit Wage & Health Information
 This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

- D. Nonprofit's Comparison Price(s) (if desired)
 This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

- E. Wage Requirements Reduction (if applicable)
 This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

RFP #1015880
ATTACHMENT H

**Prevailing Wage Requirements for Construction Contract Addendum
to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any Subcontractors. The Contractor and any Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

RFP #1015880

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

RFP #1015880
ATTACHMENT I

JOB AUTHORIZATION FORM

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH PRICES, TERMS, SPECIFICATIONS AND SCOPE OF WORK OF:

Contract No.: 1015880 Contractor: _____
Cost Center: _____ Contract Administrator: Richard Jackson, Chief, (240) 777-5359
Account Code: _____ Total Cost Not to Exceed: \$ _____

DESCRIPTION OF WORK

Contract Administrator's Designee: Bill Hermann, MRI Phone: (240) 777-5369
Job No.: _____ New Work: _____ Repair: _____ Emergency Work: _____
Location _____
Date of Issuance to the Contractor: _____

REQUIREMENTS:

<u>Labor Category</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>	<u>X</u>	<u>Hours</u> =	<u>Total Cost</u>
HVAC Foreman/Supervisor	\$ _____	\$ _____	X	_____ =	\$ _____
HVAC Journeyman Mechanic	\$ _____	\$ _____	X	_____ =	\$ _____
HVAC Mechanic Apprentice	\$ _____	\$ _____	X	_____ =	\$ _____
Actual Material Cost:					\$ _____
Total Cost:					\$ _____

Estimated Completion Date: _____ Working days after receipt of a Notice To Proceed: _____

Equipment Rental/Subcontracting: _____

Special Problems or Potential Delays: _____

Contract Administrator's Signature *Date* *Contractor's Signature* *Date*

RFP #1015880
ATTACHMENT J

FEE SCHEDULE
 TIME AND MATERIAL HVAC SERVICES

Labor Classification	Regular Hourly Rate	Estimated Annual Quantity	Extended Price
A HVAC Foreman/Supervisor	\$ _____/hr	200 hours	\$ _____
B HVAC Journey HVAC Mechanic	\$ _____/hr	4,200 hours	\$ _____
C HVAC Mechanic Apprentice	\$ _____/hr	1,000 hours	\$ _____
Labor Classification	Overtime Hourly Rate	Estimated Annual Quantity	Extended Price
D HVAC Foreman/Supervisor	\$ _____/hr	100 hours	\$ _____
E HVAC Journey HVAC Mechanic	\$ _____/hr	700 hours	\$ _____
F HVAC Mechanic Apprentice	\$ _____/hr	200 hours	\$ _____
Aggregate Total (A, B, C, D, E, and F)			\$ _____

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 PERSON

Contact Person Concerning Orders: _____
 Telephone # _____
 Fax # _____
 Email Address: _____

Contractor's (24) hour Emergency Service Telephone Number: _____
(Answering machine is not acceptable)

Name of one (1) full time (40 hours per week) HVAC Foreman: _____

Name of one (1) full time (40 hours per week) Mechanic with a State of Maryland HVAC Unlimited Master License: _____

Names of eight (8) full time (40 hours per week) Licensed HVAC Mechanics:

- (1) _____ License # _____
- (2) _____ License # _____
- (3) _____ License # _____
- (4) _____ License # _____
- (5) _____ License # _____
- (6) _____ License # _____
- (7) _____ License # _____
- (8) _____ License # _____

Names of four (4) full time (40 hour per week) HVAC Mechanic Apprentices:

- (1) _____
- (2) _____
- (3) _____
- (4) _____

SUBCONTRACTORS

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

Name of Subcontractor: _____ TELEPHONE #: _____

Address: _____

Montgomery County Time & Material HVAC Services

RFP - 1015880

Date Submitted: April 13, 2012

Submitted to:
Montgomery County Maryland
Department of General Services
Procurement Department
255 Rockville Pike
Suite 180
Rockville, MD 20850

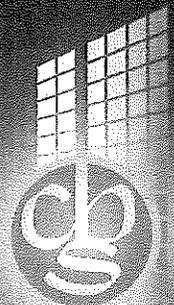
Submitted by:

Complete Building Services
2101 Wisconsin Avenue, NW
Washington, DC 20007

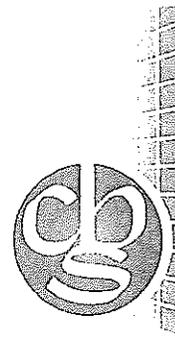
Point of Contact as Authorized Negotiator and Signatory:

David E. Barry, Jr., President
Phone: (202) 625-4173
Fax: (202) 342-5199
Email: butchb@donohoe.com

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offerer as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets in this proposal.



Complete Building Services



April 13, 2012

Montgomery County Maryland
Department of General Services, Office of Procurement
Rockville Center
255 Rockville Pike
Suite 180
Rockville, Maryland 20850-4166

Subject: AAA Complete Building Services, Inc. Bid Submission, Time and Material
HVAC Services RFP #1015880

Dear Sir/Madam,

The AAA Complete Building Services, Inc. is pleased to submit our proposal for Time and Material HVAC Services for Montgomery County Maryland. Based on a thorough review of the RFP, we have developed a comprehensive proposal that will surpass your expectations and most importantly, the building tenants.

In accordance with RFP#1015880 our proposal is submitted in the formal below:

Technical / Price Proposal One (1) original and three (3) copies

As the incumbent service provider for over nine (9) years we are prepared to accept award of this contract and incorporate the same level of high quality services. We have demonstrated the benefits that CBS' 49 years of experience and the Donohoe Companies' 128 years of experience will continue to bring to Montgomery County Maryland. Our present corporate management leaders have built a culture of productivity and innovation since inception of the program, and our technical staff members have over 120 years experience in managing, operating and maintaining the mission critical systems. Our staff is committed to serve the Montgomery County Maryland mission, and will provide a seamless no cost transition to this new contract with no downtime, no learning curve and zero institutional knowledge lost.

We are confident that this submission is fully compliant with your requirements, however if there are any questions or concerns regarding this submittal, please do not hesitate to contact me. We have been pleased and honored to serve the Montgomery County Maryland and look forward to continuing our support.

Please address any questions or concerns regarding this bid to myself at 202-625-5566.

Respectfully,


Terry Oakley
Senior Vice President

Montgomery County, Maryland
Acknowledgment Page

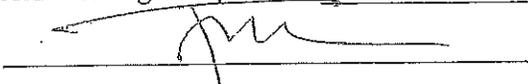
ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: AAA Complete Building Services, Inc.

Printed Name and Title of Person Authorized to Sign Proposal: Terry Oakley, Senior Vice President

Signature:  Date: 4/12/12

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) 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 or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: Montgomery CountyADDRESS: 255 Rockville PikeCITY: Rockville STATE: MD ZIP: 20850CONTACT PERSON: Bill Herrmann PHONE: 240-793-1065

NAME OF

FIRM: National Institute of Health, Mark O. Hatfield Clinical CenterADDRESS: 9000 Rockville PikeCITY: Bethesda STATE: MD ZIP: 20814CONTACT PERSON: Scott Dyer PHONE: 301-594-1793

NAME OF

FIRM: DC Water and Sewer AuthorityADDRESS: 5000 Overlook Avenue, SWCITY: Washington DC STATE: _____ ZIP: 20032CONTACT PERSON: Mike Littleton PHONE: 202-812-5102

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name	AAA Complete Building Services, Inc.				
Address	2101 Wisconsin Avenue, NW				
City	Washington, DC	State		Zip Code	20007
Phone Number	202-625-5566	Fax Number	202-342-5199		
E-Mail Address	terryo@donohoe.com				

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name	Terry Oakley		Title	Senior Vice President
Phone Number	202-625-5566	Fax Number	202-342-5199	
E-mail Address	terryo@donohoe.com			

YOU MUST MARK ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
3. a contract with a public entity. Section 11B-33A (b) (3).
4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (must complete item C below).

- 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (must specify the law, or furnish a copy of the contract or grant).

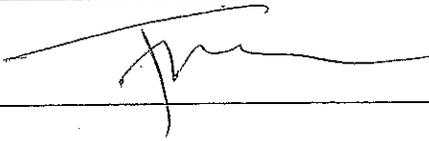
- C. Nonprofit Wage & Health Information
 This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

- D. Nonprofit's Comparison Price(s) (if desired)
 This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

- E. Wage Requirements Reduction (if applicable)
 This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	Senior Vice President
Typed or printed name	Terry Oakley	Date	

ATTACHMENT B

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. 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. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
X		Alexandria, Virginia	X		Manassas Park, Virginia
X		Alexandria Public Schools	X		Maryland-National Capital Park & Planning Commission
X		Alexandria Sanitation Authority			
X		Arlington County, Virginia	X		Metropolitan Washington Airports Authority
X		Arlington County Public Schools	X		Metropolitan Washington Council of Governments
X		Bladensburg, Maryland			
X		Bowie, Maryland	X		Montgomery College
X		Charles County Public Schools	X		Montgomery County, Maryland
X		College Park, Maryland	X		Montgomery County Public Schools
X		Culpeper County, Virginia	X		Northern Virginia Community College
X		District of Columbia	X		OmniRide
X		District of Columbia Courts	X		Potomac & Rappahannock Transportation Commission
X		District of Columbia Public Schools			
X		District of Columbia Water & Sewer Authority	X		Prince George's County, Maryland
X		Fairfax, Virginia	X		Prince George's County Public Schools
X		Fairfax County, Virginia	X		Prince William County, Virginia
X		Fairfax County Water Authority	X		Prince William County Public Schools
X		Falls Church, Virginia	X		Prince William County Service Authority
X		Fauquier County Schools & Government, Virginia	X		Rockville, Maryland
X		Frederick, Maryland	X		Spotsylvania County Schools
X		Frederick County, Maryland	X		Stafford County, Virginia
X		Gaithersburg, Maryland	X		Takoma Park, Maryland
X		Greenbelt, Maryland	X		Upper Occoquan Sewage Authority
X		Herndon, Virginia	X		Vienna, Virginia
X		Leesburg, Virginia	X		Virginia Railway Express
X		Loudoun County, Virginia	X		Washington Metropolitan Area Transit Authority
X		Loudoun County Public Schools	X		Washington Suburban Sanitary Commission
X		Loudoun County Sanitation Authority	X		Winchester, Virginia
X		Manassas, Virginia	X		Winchester Public Schools
X		City of Manassas Public Schools			

AAA Complete Building Services, Inc.

Vendor's Name

RFP #1015880
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – "Minority Contracting" Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is ^{NOT} a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

RFP #1015880
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's Name: AAA Complete Building Services, Inc.
Address: 2101 Wisconsin Avenue, NW
City: Washington, DC State: _____ Zip: 20007
Phone Number: 202-625-5566 Fax Number: 202-342-5199 Email: terryo@donohoe.com

CONTRACT NUMBER/PROJECT DESCRIPTION: IFB 8506030271 T&M Plumbing

A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: Terry Oakley
Title: Senior Vice President
Address: 2101 Wisconsin Avenue, NW
City: Washington, DC State: _____ Zip: 20007
Phone Number: 202-625-5566 Fax Number: 202-342-5199 Email: terryo@donohoe.com

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is 5 % of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: Meridian Materials, Inc.
Title: _____
Address: 13707 New Hampshire Avenue
City: Silver Spring State: MD Zip: 20904
Phone Number: 301-206-7015 Fax Number: 301-206-7015 Email: HHKMI@yahoo.com

CONTACT PERSON: George Hong

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: 0
This subcontractor will provide the following goods and/or services: NA

2. Certified by:

Subcontractor Name: Cosmos Air Purification
Title: _____
Address: 1900-A Clarkson Way
City: Landover State: MD Zip: 20785
Phone Number: 301-925-1604 Fax Number: 301-925-1607 Email: mickeyo@hvacfilter.com

CONTACT PERSON: Mickey Odit

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: 2%

This subcontractor will provide the following goods and/or services: Filters

3. Certified by:

Subcontractor Name: Stokit Supply
Title: _____
Address: 9714 Marriottsville Road
City: Randalstown State: MD Zip: 21133
Phone Number: 410-655-0100 Fax Number: 410-655-3719 Email: stokitsupply@aol.com

CONTACT PERSON: Bernard Stokes

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: 2%

This subcontractor will provide the following goods and/or services: Filters

4. Certified By:

Subcontractor Name: Potomac Rubber
Title: _____
Address: 9011 Hampton Overlook
City: Capitol Heights State: MD Zip: 20743
Phone Number: 301-336-7400 Fax Number: 301-350-6543 Email: so@potomacrubber.com

CONTACT PERSON: Sharon Ogle

RFP #1015880

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

2%

This subcontractor will provide the following goods and/or services:

Belts

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract, or the basis for a full waiver request:

As part of a T&M contract, CBS will make every attempt to identify and offer business opportunities to the listed vendors. The estimated % of participation shown on this plan is the maximum amount we envision being awarded to MDOT approved vendors. Since this is an T&M contract we cannot accurately calculate an annual % of this contract that will be awarded to MDOT vendors.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

MFD Program Officer

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

Director
Department of General Services

Director
Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: AAA Complete Building Services Inc

Signature

Terry Oakley

Typed Name

April 13, 2012
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: AAA Complete Building Services, Inc.

Signature

Terry Oakley

Typed Name

4/12/12
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Christine Aclan

Typed Name

Business Development Director

Title

April 13, 2012
Date

APPROVED:

Director, Department of General Services

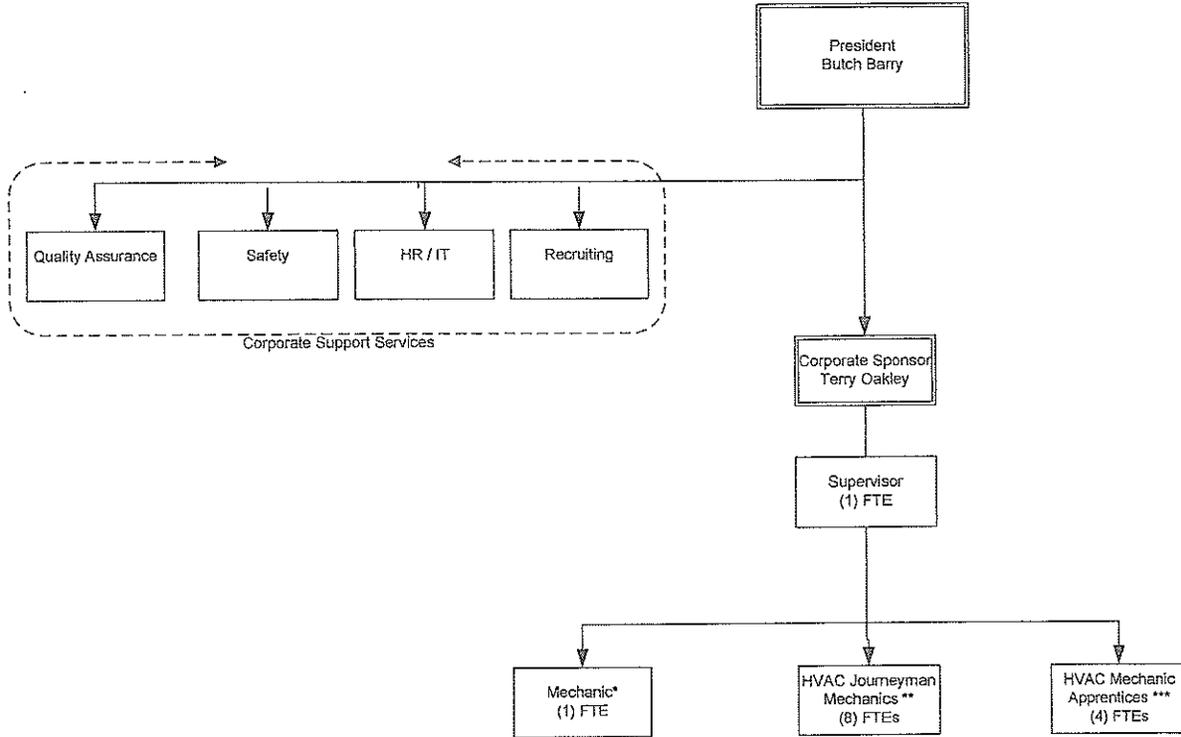
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.



KEY PERSONNEL

The high-level staffing chart below depicts CBS' team staff at the work site. Please refer to Appendix A of this document for a complete overview of resumes and position descriptions.



- Montgomery County MD Normal Business hours 7:00AM –4:30PM M-F
- *Mechanic currently holds State of Maryland HVAC Unlimited Master License
- **HVAC Journeyman Mechanics currently holds State of Maryland HVAC Journeyman licenses
- ***HVAC Mechanic Apprentices currently holds State of Maryland HVAC Unlimited Master License

Mr. Terry Oakley, Senior Vice President of Service will act as the corporate Sponsor for this project. Mr. Oakley, as reflected in his resume below, is a senior manager with extensive experience in managing and operating large mission critical facilities. He will have full direct line communications with the President of CBS, Mr. David E. Barry Jr. He will have the full commitment and obligation authority for the company and will be the single point of contact for the COR.



APPENDIX A KEY PERSONNEL RESUMES

TERRY OAKLEY

Senior Vice President

Terry joined Complete Building Services in August of 2004. His current responsibilities include Facility Contract Management for the National Park Service - World War II Memorial. In addition, he's responsible for operations and management of the Mechanical Service Division, including mechanical and plumbing; installation, contract and emergency services throughout the greater Washington, DC area.

Professional Experience:

2004 - Present	Complete Building Services, Washington, DC
August 2004 – January 2005	Project Manager, NIH-CRC
February 2005 – Present	Contract Manager, WWII Memorial
February 2005 – Present	Senior Vice President, Service Division
1992 – 2004	Combustioneer Corporation, Rockville, MD
April 1997 – May 2004	President
October 1992 – March 1997	Founder and VP, O&M Division
1982 – 1992	Building Tech. Engineers, Rockville, MD
September 1982 – February 1985	Chief Engineer, STSC
March 1985 – September 1992	Operations Manager, Mid-Atlantic Region

Education:

1974 – 1976 Weymouth Vo-tech HS, Post Graduate Program, Building Design
1977 – 1979 Northeast Technical Institute of Industrial Technology, Electrical
1988 – 1992 University of MD, University College – Various Management Courses
NIH Joint Commission (JC) Training

Associations:

September 1998 – August 2005 Board Member, MCAA, Service Bureau
August 2002 – August 2005 Chairman, MCAA Service Bureau
August 2003 – August 2005 MSCA, National Service Contractors Advisory Board

Current Supervisor Butch Barry, President, CBS p.202-333-4977



Kevin Slifer

Senior Mechanic

Summary of Qualifications

Mr. Slifer has over 18 years of experience as a Journeyman HVAC mechanic. He has supervisory experience and installs, services and repairs all types of HVAC equipment to specifications.

Professional Experience

Complete Building Services

2101 Wisconsin Avenue, NW

Washington, D.C. 20007

HVAC Field Supervisor Service Installation – July 15, 1992 – Present

Supervisor for the installation and service department. Performs and manages service, maintenance and installation of all types of HVAC equipment.

Tyler Mechanical Contractors, Inc.

10087 Tyler Court

Ijamsville, Maryland 21754

HVAC Technician - May 1988 – July 1992

Performed Service maintenance and installation of residential commercial and industrial heating and air conditioning equipment. Also did sheet metal ductwork for that equipment.

Training

Liebert School – Factory Certification – 2012

Liebert Corporation – Extreme Density Cooling - 1012

Airflow School

Basic Electricity

Carrier Heat Pump and VVT Systems School

Edentek electronic Controls

York and Trane Air Conditioning Clinics

Licenses and Certifications

HVACR Contractors Maryland State License

CFC Universal Certification

EPA Certification Course

MD 3rd Class Engineer's License



Danny Nordvik
Journeyman HVAC Technician

Summary of Employment

Commercial HVAC Service Technician, September 2009- Present
Complete Building Services, 2101 Wisconsin Ave NW, Washington D.C 20007

Provide HVACR Service on Commercial Equipment ranging from 1- 100 tons.
Performing Troubleshooting, Repairs and Maintenance.
Worked with customers building onsite Relations.
Worked as a Lead Mechanic on multiple Mechanic jobs.
Trained Apprentices with on job training.
Served as a field supervisor on a 6 month Installation job, Supervised up to 5 technicians at times.

Light Commercial HVAC Service Technician, April 2007- September 2009
Arundel Cooling and Heating Inc, 707 Nursery Rd, Linthicum MD 21090

Provide HVACR Service on Light Commercial and Residential Equipment.
Worked Directly with Customers Building Onsite Relations.
Worked with customers Making Decisions on Upgrading and purchasing equipment.
Worked as Lead Mechanic on Multiple Mechanic jobs.
Trained apprentices with on job training.

Education

Glen Burnie Senior High, Glen Burnie MD 21060, Graduated in 2004
Trade School HVAC/Appliance Repair, Center of Applied Technology North
Severn MD 21144, Graduated 2004

Continued Education Courses in HVAC Industry

Boland Trane - Gaithersburg MD
Carrier Mid Atlantic - Hanover MD
NATE - Rockville MD
ACCA - Rockville MD
Liebert Corporation – Advanced and Graphics Controls

Licenses

MD State Class C Drivers license.
MD State HVAC Master
VA State HVAC Master
MD Baltimore County Journeyman Gas Fitter with 2lb certification.



Ron Thompson
Journeyman HVAC Technician

Summary of EMPLOYMENT

His capabilities and experience include: electronic, pressure and pneumatic controls; steam/hot water boilers; chillers; heat pumps; VAV systems; air handlers; cooling towers; and building automation. He also has experience with electrical, plumbing, sprinkler systems, generators, air compressors, and various types of pumps and fans

PROFESSIONAL EXPERIENCE

Aug. 2006-Present
(Aug. 2001-Sept. 2002)

Complete Building Services
2101 Wisconsin Ave NW
Washington DC 20007
(202) 625-5526

- Perform start up preventative maintenance on various types of commercial equipment for new service contracts.
- Survey sites for deficiencies on new customer contracts for necessary repairs or replacements.
- Service and maintenance large variety of equipment such as boilers, chillers, cooling towers, pumps, pneumatic vav controls, ddc controls, package rtu's, centrifugal fans, crac units.

Sept. 2002-Aug. 2006

Chief Engineer/Service Technician
George S. Hall Inc.
5710 General Washington Dr # C
Alexandria, VA 22312-2416
(703) 469-3830

- Responsible for the operation and maintenance for the physical plants and associated equipment.
- Responsible for testing and preventive maintenance of all life safety systems.
- Maintain building records and equipment logs.
- Maintain building security cameras and key access.
- Supervise, assist and monitor contractor activity as required.
- Maintain all common area equipment and lighting.
- Worked beside project manager during multimillion dollar renovation.



Specialized Training

- CBS Apprenticeship Program
- Received Certificates of Completion for attending various Carrier & Trane courses
- Received Certificates of Completion for heat pumps, gas furnaces, oil burners, and energy management devices, electrical, high & low pressure boilers NAPE
- Pneumatics Course, M&M Controls
- OSHA training class
- Leibert Certification
- NATE Certification in air to air heat pumps, service and installation
- Maryland Journeyman
- Virginia Master

References

- Dave Skaja, Fredericksburg, VA 202-281-8108
- Vernon Smith, District Heights, MD 202-494-9627
- Daniel Abell, Hollywood, MD 202-438-8494
- David Harman, Mechanicsville, MD 202-373-2539



Tim Colborn
Journeyman HVAC Technician

Summary of EMPLOYMENT

Mr. Colborn has over 12 years of HVAC mechanical experience. He is skilled in troubleshooting, diagnosis of air conditioning, heating, and ventilation.

Professional experience

Complete Building Services

Immediate Supervisor

2101 Wisconsin Avenue, NW
Washington, D.C. 20007

Matt Wert - 202/625-4195

HVAC Mechanic -- August 2002 - Present

Operate, maintain and repair of HVAC equipment including boilers, chillers, pumps and related equipment.

Eastern Maintenance

Immediate Supervisor

Indian Head, Maryland 20640

Jon Gibbs & Micky Sarpls

301/743-3314

HVACR Mechanic - 1997 - 2001

Troubleshoot, diagnose, repair, and perform preventative maintenance on air conditioning and refrigeration systems, and ventilation units. Troubleshoot, diagnose, repair, and perform preventative maintenance on high-efficiency gas fired forced air furnaces, split systems, and heat pumps. Troubleshoot, diagnose, repair, and perform preventative maintenance on approximately sixty boilers. Troubleshoot, diagnose, repair, and perform preventative maintenance on domestic oil fired hot water heaters. Respond to emergency night/weekend calls. Maintain company vehicle. Prepare daily log of work completed.

Dyncorp

Immediate Supervisor

Solomons, Maryland 20657

Ed Haglin - 460/326-3200

Ground support equipment helper - 1994 to 1997

Disassemble, modify and rebuild light carts including all electrical and mechanical requirements for the following: T-14 and T-26 Test Cells, JG-40, JG-75 and TA35 Tow Tractors, C17 Air conditioning Systems MMG1A, NC8 and NC10 Power Plants, B4 Stands, Bomb Loaders/Fuel Skids, and Hydraulic Generators.



Operated forklifts up to 30K and traveled to other naval facilities to identify and inventory GSE.

Education

South Carroll High School, Sykesville, Maryland - Diploma
Carroll Community College
Carrier – Heat Pump Training
N.A.P.E. – Third Class Steam Engineering
ACC – Pneumatics – Troubleshooting & Calibration
Ro/Co – Water Treatment Seminars

Professional memberships

N/A

Accreditations

Third Class Steam & Operating Engineer's License - District of Columbia, 1996 Lic. # 26814
CFC. Universal Technician, 1992 Lic. #220-80-2239
Maryland HVACR Journeyman #46651



Jacque Cauffman
HVAC Mechanic

Summary of Employment

- 17 years experience in the HVAC-Electrical field senior level highly skilled technician.
- Experienced in all aspects of the trade industrial –residential.
- Experience on tridium system ddc controls.

PROFESSIONAL EXPERIENCE

4/2010-present

-Complete Building Services
HVAC service technician

10/2010-4/2010

- Eastern technical Inc.
Service manager/company license holder

3/2009-9/2010

-Arundel Cooling and Heating Inc., Linthicum Md.
Senior service technician

5/2007-3/2009

-Elite Air Conditioning and Heating, Millersville, Md.
Company Owner

10/2002-5/2007

-Arundel Cooling and Heating Inc. Linthicum, Md.
Senior service technician

6/2000-10/2002

-Atlantic Air Service Experts, Baltimore, Md.
Senior service technician

9/1996-6/2000

-Arctic Refrigeration, Berlin, Md.
Service technician

6/1989-9/1995

-Butler Aviation/ Signature Flight Support ,BWI Airport Md.
Commercial airliner refueler
Lead Agent

EDUCATION AND CERTIFICATIONS

- -Md. State HVAC Master
- -Anne Arundel County HVAC Master
- -CFC Universal
- -Nate Certified



Dexter Garraway
Journeyman HVAC Technician

Summary of EMPLOYMENT

His capabilities and experience include: electronic, pressure and pneumatic controls; steam/hot water boilers; chillers; heat pumps; VAV systems; air handlers; cooling towers; and building automation. He also has experience with electrical, plumbing, sprinkler systems, generators, air compressors, and various types of pumps and fans.

PROFESSIONAL EXPERIENCE

**2010-Present
(1999-2004)**

**Complete Building Services
2101 Wisconsin Ave NW
Washington DC 20007
(202) 625-5526**

- Perform start up preventative maintenance on various types of commercial equipment for new service contracts.
- Service and maintenance large variety of equipment such as boilers, chillers, cooling towers, pumps, pneumatic vav controls, ddc controls, package rtu's up to 100 tons, vfd ventilation fan and split system units, centrifugal fans, crac units.

2004-2010

**Shapiro & Duncan Mechanical Contractors
14620 Rothgeb Dr.
Rockville MD 20850
(301) 315-6260**

- Service and maintenance large variety of equipment such as boilers, chillers, cooling towers, pumps, pneumatic vav controls, ddc controls, package rtu's up to 100 tons, vfd ventilation fan and split system units, centrifugal fans, crac units.

Specialized Training

- CBS Apprenticeship Program
- Received Certificates of Completion for attending various Carrier & Trane courses
- Received Certificates of Completion for heat pumps, gas furnaces, oil burners, and energy management devices, electrical, high & low pressure boilers NAPE
- Pneumatics Course, M&M Controls
- OSHA training class
- Leibert Certification
- NATE Certification in air to air heat pumps, service and installation
- Maryland Journeyman
- Virginia Master



Matthew Martin
Journeyman HVAC Technician

Summary of EMPLOYMENT

His capabilities and experience include: electronic, pressure and pneumatic controls; steam/hot water boilers; chillers; heat pumps; VAV systems; air handlers; cooling towers; and building automation. He also has experience with electrical, plumbing, sprinkler systems, generators, air compressors, and various types of pumps and fans

PROFESSIONAL EXPERIENCE

Oct. 2010-Present **Complete Building Services**
2101 Wisconsin Ave NW
Washington DC 20007
(202) 625-5526

Perform start up preventative maintenance on various types of commercial equipment for new service contracts. He has experience with installing and servicing all phases of the commercial and residential HVAC industries including boilers, chillers, pumps, rooftop units, split systems, pneumatic and electric controls, VAV and VVT systems, plan and specification work, and preventive maintenance. His additional experience includes: High Pressure Boilers and Heat Pumps.

2004-Sept. 2010 **HVAC Technician, Install and Service**
Arundel Cooling and Heating
707 Nursey Rd.
Linthicum, MD 21090
(410) 789-8300

Service and maintenance large variety of equipment such as; oil furnace, gas furnace, water source heat pumps, reznor heaters, sheet metal fabrications, troubleshooting, rtu's, full installation, preventive maintenance, compressor replacements, gas piping and duct work.

Specialized Training

- CBS Apprenticeship Program
- Received Certificates of Completion for heat pumps, gas furnaces, oil burners, and energy management devices, electrical, high & low pressure boilers NAPE
- OSHA training class
- Maryland HVAC Journeyman



RANDY PIERRE

EXPERIENCE:

Mr. Pierre has been employed with Complete Building Services since June 1998. Randy has demonstrated experience in the operation, preventive maintenance and repairs of all commercial mechanical systems.

EDUCATION/TRAINING:

Complete Building Services Training Program
RSES – various courses
ACCA Apprenticeship Program
Washington Gas Trade School
Union 99 Steam Engineers Trade School
NAPE
Liebert

EMPLOYMENT HISTORY:

Complete Building Services, Washington, DC

Duties included: Preventive maintenance and repair of plant HVAC equipment as well as the operation, preventive maintenance and repair/installation of building mechanical equipment.

Major Properties:

Japanese Residence – 4000 Nebraska Avenue, N.W., Washington, DC
Greenbriar Condominiums – 4400 Mass. Avenue, N.W., Washington, DC
Fox TV – 5151 Wisconsin Avenue, N.W., Washington, DC
Holiday Inn – 2101 Wisconsin Avenue, N.W., Washington, DC
The Woodner Condominiums – 3636 16th Street, N.W., Washington, DC

LICENSES/CERTIFICATIONS:

Operating Steam Engineer, Third Class - District of Columbia
Maryland HVAC Masters License
Master Refrigeration – District of Columbia
WSSC Journeyman Plumber/Gasfitter
Certified Backflow Technician
C.F.C. Certification (Universal License.)
Liebert Factory Certification



TRAINING PROGRAM PLAN

CBS is committed to serving our clients with the most highly skilled and professional work force in the region. We have developed both initial training and continuing education programs for our employees to ensure this. The first component of the company training program is a general orientation that will be site specific to the Provident Facilities. Prior to employees being allowed to work at the buildings, CBS will conduct group and individual training sessions for all of our staff positions. Among the topics that will be discussed are job responsibilities, Operating and maintenance procedures, cleaning procedures, reporting responsibilities, security and access control, basic first aid, employee safety training, OSHA hazard communication program training, asbestos awareness and fire prevention training. All topics are taught using standard lesson plans and post training testing to gauge effectiveness of training.

Employees will be instructed on the proper use of chemicals and equipment. CBS has developed a standard reference for all cleaning chemicals and equipment. Proper use of MSDS books will be discussed, and all personnel will be familiarized with the proper procedures should an emergency occur. Portion controls, and product names will always be affixed to all containers as a safety procedure. MSDS books will be placed in several locations for easy use along with log books, first aid kits, and emergency phone numbers.

Customer Service Training

CBS is committed to the very highest level of customer service and satisfaction in the industry. We believe each and every one of our employees are ambassadors of the Company. CBS provides all new employees with initial customer service training setting forth our expectations for the highest most professional level of service to our clients. All new employees attend this training, which is conducted at our corporate offices. Thereafter we provide semi-annual training at each jobsite and special sessions should situations warrant.

Periodic Training, Including Safety Meetings

Periodic training sessions will be conducted at the buildings. Employees will be instructed on specific situations that have occurred at the facility and newly developed techniques/procedures in the facilities maintenance and management industry. Our staff members may conduct this training or On-site Manager, vendors, or other qualified staff. In addition, supervisors and selected employees will be scheduled to attend formal management and technical training courses conducted by the Building Service Contractors Association, International Facility Management Association, or similar organizations. Persons attending supplemental training sessions will be scheduled so their attendance does not conflict with their normal work schedule.

Training topics will build upon the information provided during the initial training phase, including topics such as client relations training, building emergency procedures, OSHA compliance and green stewardship training. In addition, a minimum of 15 minutes of every training session will be devoted to review of quality assurance data and action



required to reverse any negative trends noted in either customer or company generated data. This continuous improvement process ensures the highest level of customer satisfaction and continuing improvements in employee efficiency and productivity.

The Corporate Safety Manager and the Facility Manager will conduct a periodic safety meeting. While content and training topics will vary in accordance with the Safety Plan, all reported safety incidents for that month will be reviewed along with corrective action required and taken.

CBS has a strong track record in site safety and compliance. Our strict hiring practices and training programs coupled with solid work execution protocols ensure that we hire people who bring good attitudes and sound methodologies to their daily tasks. A formalized approach is taken for safety communications. The communication program consists of the following:

- Monthly safety meetings where safety issues are discussed and "Action Required" items are assigned and followed up on.
- The posting of Safety Rules and/or notices in conspicuous locations.
- Procedures for employees to inform management of workplace hazards (anonymously, if desired).
- A copy of the Workplace Safety Program to all employees is available at all sites.

This program is augmented by periodic site inspections, both announced and unannounced. The effectiveness of the overall safety program is a critical element of each CBS supervisor's annual performance evaluation.

CBS Tradesman Apprenticeship Program

CBS provides an in-house apprenticeship training and development program for our tradesman. Following is the 2012 curriculum and class schedule. All employees who have not yet received their engineering licenses and certifications are encouraged to attend.

Basic Refrigeration	April 12 – May 31 (8 weeks)
Basic Electricity & Motors	June 7 – July 26 (8 weeks)
Basic A/C, Heat Pumps, Heating (Residential & Commercial)	August 2 – September 27 (11 weeks)
Basic Low/High Pressure Boilers & Hot Water Systems	October 4 - December 13 (10 weeks)

Please note that all classes will be held on Thursday evenings from 5pm – 7pm at 400 C Street SW – level P2 parking garage.

- The final exam for Heat Pumps will be Tuesday May 24th.
- No class will be held on 11/22



On the Job Training (OJT)

From time to time new products and procedures will be introduced or tested. The phase-in of new techniques and/or products will be accomplished with this training. OJT may include vendor training, computer training, hands on training with other CBS personnel, and other training deemed necessary by the Facility Manager. On-the-job training will be a continuous process managed by our Facility Manager.

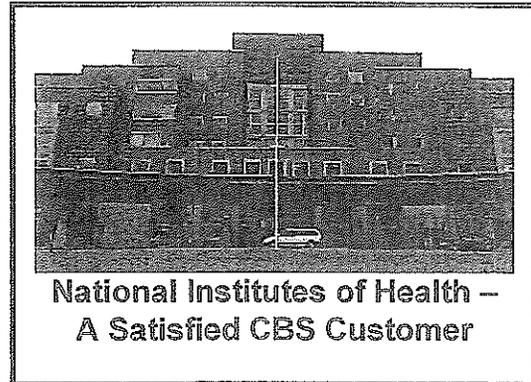
Professional and College Continuing Education Program

CBS also makes available to our employees a tuition reimbursement program. This allows our managers, as well as up and coming future managers, the opportunity to gain and continue to stay current with their professional certifications and licenses as well as industry trends. We also provide standard college tuition reimbursement for job related courses or business and professional development classes.



CAPABILITY STATEMENT

AAA Complete Building Services Inc. (CBS) is a locally based Facility Maintenance and Management company with proven expertise in every technical and management area. We presently have Facilities Maintenance and Management contracts for over 200 clients throughout the greater metropolitan area (Virginia, Maryland, West Virginia, and the District of Columbia). Our clients include facilities with characteristics similar to the Montgomery County MD. **Additionally, CBS**



National Institutes of Health – A Satisfied CBS Customer

has been the incumbent contractor providing HVAC Preventive Maintenance Services to Montgomery County Maryland for the past nine (9) years.

Our Government and Institutional projects have included the National Institutes of Health Clinical Research Center in Bethesda, MD, The Federal Emergency Management Agency (FEMA), United States Information Agency (USIA), Department of Justice, Food and Drug Administration (FDA), Howard Hughes Medical Institute Headquarters Facility, The National Academy's of Science, The World War II Monument and all of the major National Monuments in Washington, DC. CBS also provides facility

**Stephen Parks,
Howard Hughes Medical Institute
Associate Director of Facilities**

"Complete Building Services has been providing outstanding Facility Support Services to the Howard Hughes Medical Institute since our Chevy Chase Facility was completed in 1992. CBS continues to demonstrate the level of professional care that we have come to expect from our Facility Service Provider."

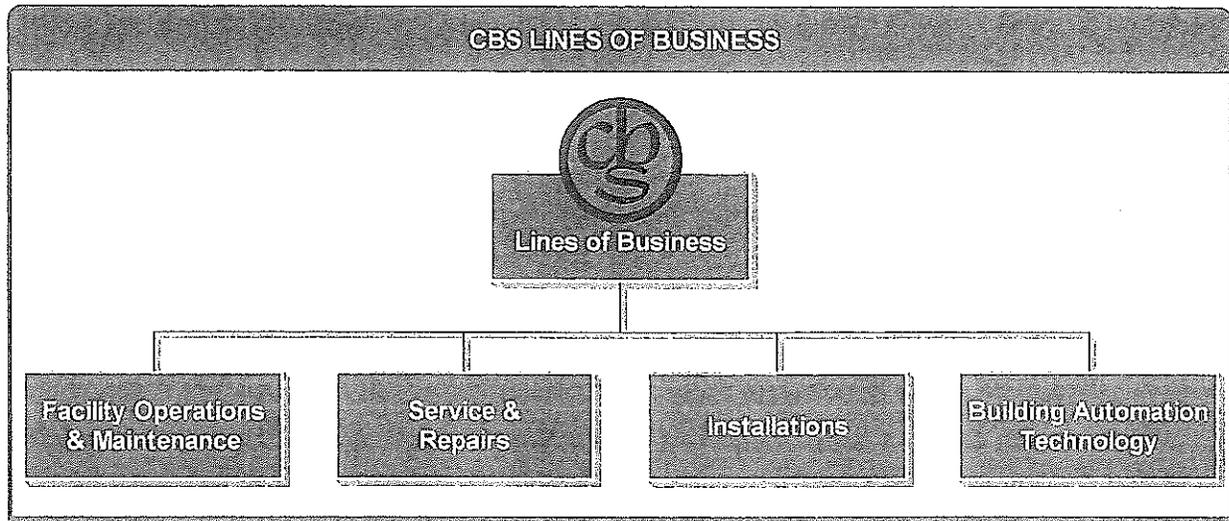
operations and maintenance for commercial business office buildings and complexes, hotels, churches and cathedrals, educational institutions, hospitals and laboratories, local county governments and numerous foreign embassies.

CBS is based in Washington, DC and was established in 1963 as the building services division of The Donohoe Companies, Inc. Over the period of these 49 years, CBS has expanded its array of capabilities to include

comprehensive facility management, operation, maintenance and repair services, mechanical & plumbing installations and building automation technology and access control services to our clients. CBS is currently providing services for over thirty (30) million square feet of government, institutional, office, retail, residential, and embassy space in D.C., Virginia, Maryland and West Virginia.



Our four lines of business are shown on the following organization chart and described below.



CBS's FOUR LINES OF BUSINESS PROVIDE THE PERFECT SERVICE SUPPORT STRUCTURE

Facilities Operations & Maintenance – CBS' largest Department with over 350 trained and qualified technicians in the metropolitan Washington, DC area. The Operations and Maintenance Division provides comprehensive Facilities Operations, Maintenance and Management services to over 200 contract clients. This Department will serve the Montgomery County MD contract with support from our Service and Repairs division.

Service & Mobile Repair Department – This *mobile* Department provides rapid response for contract and non-contract clients having HVAC, mechanical and plumbing service or repair needs. The Service Department is also available 24 hours a day, 7 days a week, 365 days a year, and is available for support to the Montgomery County MD contract program. Emergency response, repair and service are this department's specialty.

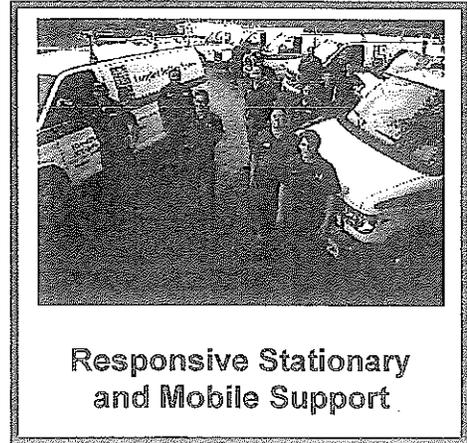
Building Automation Technology – This Department provides a wide array of building automation systems and services to CBS clients. These building automation systems focus on energy management and building access control. At present CBS maintains and monitors 5 million control points throughout the Washington metropolitan area.

Installations – This Department provides system retrofits and installation services for HVAC, mechanical and plumbing systems. These services include full to partial component/system replacements as well as complete installation services for new construction projects.



THE CBS TEAM

The CBS team consists of over 300 well-trained, professional and uniformed employees, including Facility Managers, Project Managers, Chief Engineers, licensed operating engineers, factory certified Heating, Ventilating & Air Conditioning (HVAC) and Chlorofluorocarbon (CFC) qualified mechanics, licensed plumbers, building automation technicians, master electricians, locksmiths, facilities support staff and administrative managers. This team is augmented with specialty subcontractors in every functional area related to Facilities Maintenance Services and Management. CBS maintains a fleet of 75 service vehicles and permanent in-house facility staff providing the following services:



**Responsive Stationary
and Mobile Support**

- Flag Ship Level Facilities Management Seasoned Stewardship of all Operations
- Reliability Centered Maintenance
- Energy Conservation/Energy Saving Measures
- HVAC & plumbing service, repair/ installation Computerized Maintenance Management System
- Computerized building automation/Energy
- Plumbing and potable water systems services
- Mechanical System Water Treatment
- High Voltage Electrical Systems
- Building Automation Systems
- Central/rooftop chiller repairs/ installations
- 24/7 computerized dispatch/emergency service
- Full-time on-site O&M Employees

Our longstanding relationships with local subcontractors and ability to effectively manage this valuable team component supplements our in-house capability in all facility operations, maintenance and repair functional areas.

- Custodial Services
- Elevator System Services
- Mechanical System Water Treatment
- Maintenance and Repair of Life Safety Systems
- Emergency power systems
- Alternate and Uninterruptible Power Supply
- Janitorial and window cleaning services
- Solid Waste Removal and Recycling Services
- Pest control services
- Environmental Services



- Indoor and outdoor landscaping and Ice/snow
- Transportation Services
- Mail Room Services
- Logistical Services (such as mail, transportation, and material handling)



**Local Facilities
Management Services
since 1963**

CBS also supports participation by small and small disadvantaged businesses in contract activities. We are currently partnered with 8(a), women owned and service disabled organizations in performing both Government and commercial facility operations. For the Montgomery County MD program we will ensure that small and small disadvantaged businesses are included as part of the overall operations at the project.

The CBS Team is able to respond to and meet stringent requirements for facility management and maintenance services and emergency work and is fully capable and prepared to respond quickly to emergency requests of all types. CBS, with its depth of Donohoe

Resources can be employed to assist in times of natural disaster or for any other requirement beyond normal contract services.

CBS believes in continuous improvement and comprehensive, planned maintenance based on a preventive/predictive reliability centered maintenance program designed to maximize equipment reliability and over time, save money, as well as extend the physical plant and equipment life. CBS management of both in-house and specialty subcontractors, proven in similar facility maintenance and management opportunities, provides continuous improvement in all operational areas.

CBS' overall objective is to establish an active **PARTNERSHIP** with our customers. This proactive approach will be evident in the day-to-day communications we establish and maintain with customer management Leadership. Also, with a combination of over 120 years senior executive and manager experience, CBS can fully support long-term budgeting requirements and a Reliability Centered Maintenance Program (RCM) - providing appropriate recommendations in planning for future facility needs and changes.



CBS Executive Management Team

CBS' RCM and budget/planning efforts performed by our cadre of engineers and managers will provide savings reflected through the following enhancements:



- Long-term operational savings reflected through reduction in equipment replacement
- Reduction and/or the elimination of catastrophic equipment failures through a disciplined preventive maintenance program.
- Reduction in energy consumption
- Continuous improvements to overall facility appearance and operations including HVAC areas.
- Resolution for outstanding safety issues and hazardous conditions (if any).
- Assurance that all equipment and system configurations meet applicable local codes and regulations.
- Improvements to Indoor Air Quality (IAQ)

CBS PERSONNEL AND TRAINING

Success of any project ultimately comes down to the personnel directly involved with the work. CBS takes great care in our selection of employees and subcontractors. Our supervisors and mechanics are experienced and thoroughly trained in quality, attitude, inter-personal skills, and customer service. This proactive approach translates into seamless operations and positive results.

At CBS, people are our most important asset. Accordingly, we devote a great deal of care and attention to the recruitment, development, training, and improvement of our managers, technical staff and subcontractors that service our facilities, its equipment and more importantly, you. By selecting CBS you can be assured that the project will be assigned the best-trained personnel in the industry.

Dr. Peter Mannon, National Institutes of Health

“Exceptionally courteous and competent support...I’m not used to this superior level of

CBS remains committed to the Metropolitan DC community and to home grow our people. Over the life of the company, in-house training and continuous learning programs including specialized OEM factory equipment training and certification have been the norm. We view our subcontractors in the same manner. Many of our fully licensed operating/maintenance personnel began as apprentices with the company, gaining their education and experience through these customized, formal training programs and hands-on experience on many different mechanical systems. The average tenure for our skilled employees is over **10 years** and we have the highest retention rate of employees and clients in the industry.

Retention of qualified technical staff will add to the seamless transition to full CBS operations. Additional staff positions will be recruited and filled by our full-time technical recruiter to ensure the proper skill-sets; technical training and certification/licensure are provided accordingly.

MATERIALS AND SPARE PARTS INVENTORY

CBS shall maintain a strict inventory of material and spare parts. Bulk supplies shall be maintained in the vehicle truck with stock level supplies of spares as space allows.



Maximum use shall be made of Just-in-Time delivery of PM materials to save time and storage space.

CBS shall ensure all pertinent parts are available at the right time which shall result to an effective maintenance planning and increased maintenance customer service. CBS shall track all historical work orders and equipment data related to types of repairs, frequencies and causes for failure. This process shall allow CBS to to conduct **failure trends** which shall lead to eliminating root causes of failures and improve overall equipment reliability. CBS' goal is to continuously monitor failure trends and highlight all major causes of equipment breakdowns and unscheduled repairs to preserve good equipment condition.

MAINTENANCE (NON-RECURRING SERVICES)

CBS shall perform Non-Recuring or corrective maintenance to return a system or component to proper operating condition. Any repair work required shall be immediately reported with written notification to Cushman & Wakefield POC. Upon providing an estimate to Montgomery County MD, including labor hours and materials, written competing quotes (3) and written COR authorization, CBS will perform the work and track all corrective maintenance repairs using the Astea FX System.

SERVICE CALL/RESPONSE

The Supervisor will be the primary point of contact to receive all work requests from Montgomery County MD, and will assure a timely response time. Additionally, the Work Control Center (WCC) at CBS Headquarters will log, task and control all service requests received from the Supervisor and will be available to directly receive service requests in the Engineer's absence. The hours of operations for the CBS WCC are from 7:00 AM until 3:30 PM Monday thru Friday.

QUALITY OF WORK

Training is an integral part of the quality of services CBS provides our employees. CBS is committed to serving our clients with the most highly skilled and professional work force in the region. We have developed both initial training and continuing education programs for our employees to ensure this. The first component of the company-training program is a general orientation that will be site specific. Before employees are allowed to work at the site, CBS will conduct group and individual training sessions for all of our staff positions. Among the topics that will be discussed are job responsibilities, Operating





and maintenance procedures, cleaning procedures, reporting responsibilities, security and access control, basic first aid, employee safety training, OSHA hazard communication program training and fire prevention training. All topics are taught using standard lesson plans and post training testing to gauge effectiveness of training.

Quality Control is essential to successful operations. CBS has on staff a corporate QC manager responsible for oversight of the corporate and individual project plans. Our QC manager helps to establish the program and provides recurring oversight at project locations to ensure that we are evaluating and correcting any deficient areas. This same manager works closely with the CBS contracts manager to ensure compliance with contract requirements.

VALUE ADDED APPROACH FOR MONTGOMERY COUNTY MARYLAND

Complete Building Services will continue to add value to the NPS and will maintain our **continuous improvement process** for innovative ideas and technical and managerial efficiencies at Montgomery County MD.

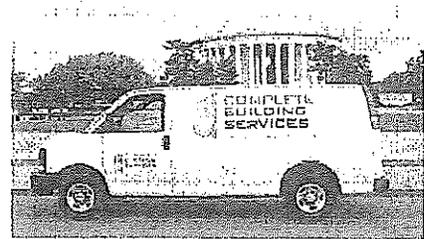
Category	Benefits to Montgomery County
Zero Transition	<ul style="list-style-type: none"> By selecting CBS, Montgomery County can be assured that there will be no learning curve due to our current knowledge base of the contract.
Demonstrated Experience	<ul style="list-style-type: none"> We have demonstrated an unwavering commitment to providing an unparalleled level of service. Maintaining HVAC systems while simultaneously meeting and exceeding industry standards and complying with Montgomery County guidelines remains our core mission.
Immediate Emergency Response Capability	<ul style="list-style-type: none"> CBS' entire workforce and management team is local for enhanced and expedited emergency response as necessary to ensure the mission.
Local Only Focus	<ul style="list-style-type: none"> Our headquarters is located locally from the Montgomery County MD and will give the county the attention that a national company cannot.
Enhanced efficient paperless work environment	<ul style="list-style-type: none"> CBS will support Montgomery County Maryland work efforts towards an automated work order system for preventive maintenance, service calls, tours and alarm monitoring with handheld devices.
Data Trend Analysis	<ul style="list-style-type: none"> Codify pertinent data information and assess trends to predict future events resulting in decreased failure rates.
Configuration Management	<ul style="list-style-type: none"> Establish and maintain the integrity of WWII Memorial's complete system lifecycle and its functional and physical attributes by applying configuration management control methodologies to



Category	Benefits to Montgomery County
	provide a complete audit trail of decisions and repair modifications.

TECHNICAL EXCELLENCE

CBS' success is based upon providing all of the fundamentals of caring and professional leadership, management and technical abilities required to meet the customer needs. The Technical Excellence that we bring to the Montgomery County MD team is a mix of practices developed over the years and innovative ideas and practices from CBS subject matter experts. CBS brings the innovation, special techniques and technology as well as basic fundamental practices to bear on facility systems and the challenges that they present. Excellence will be made part of our Partnership with the Montgomery County MD team.



RFP #1015880
ATTACHMENT J

FEE SCHEDULE
TIME AND MATERIAL HVAC SERVICES

Labor Classification	Regular Hourly Rate		Estimated Annual Quantity		Extended Price
A HVAC Foreman/Supervisor	\$ <u>122.72</u> /hr	X	200 hours	=	\$ <u>24,544.00</u>
B HVAC Journey HVAC Mechanic	\$ <u>99.84</u> /hr	X	4,200 hours	=	\$ <u>419,328.00</u>
C HVAC Mechanic Apprentice	\$ <u>60.32</u> /hr	X	1,000 hours	=	\$ <u>60,320.00</u>
Labor Classification	Overtime Hourly Rate		Estimated Annual Quantity		Extended Price
D HVAC Foreman/Supervisor	\$ <u>146.00</u> /hr	X	100 hours	=	\$ <u>14,600.00</u>
E HVAC Journey HVAC Mechanic	\$ <u>114.80</u> /hr	X	700 hours	=	\$ <u>80,360.00</u>
F HVAC Mechanic Apprentice	\$ <u>74.88</u> /hr	X	200 hours	=	\$ <u>14,976.00</u>
Aggregate Total (A, B C, D, E, and F)					\$ <u>614,128.00</u>

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: N/A % Net N/A Days (please insert, if any).

CONTACT PERSON

Contact Person Concerning Orders: Matt Wert
 Telephone # 202-625-4195
 Fax # 202-333-5686
 Email Address: mattw@donohoe.com

RFP #1015880

Contractor's (24) hour Emergency Service Telephone Number: 202.625.5526
(Answering machine is not acceptable)

Name of one (1) full time (40 hours per week) HVAC Foreman: Kevin Slifer

Name of one (1) full time (40 hours per week) Mechanic with a State of Maryland HVAC Unlimited Master License: Don Vanderhoof

Names of eight (8) full time (40 hours per week) Licensed HVAC Mechanics:

- | | | | |
|-----|------------------------|-----------|--------------|
| (1) | <u>Vernon Smith</u> | License # | <u>48748</u> |
| (2) | <u>Ron Thompson</u> | License # | <u>77017</u> |
| (3) | <u>Dexter Garraway</u> | License # | <u>50640</u> |
| (4) | <u>Danny Nordvik</u> | License # | <u>55299</u> |
| (5) | <u>Tim Colborn</u> | License # | <u>2100</u> |
| (6) | <u>Jacque Cauffman</u> | License # | <u>16408</u> |
| (7) | <u>Matt Martin</u> | License # | <u>56941</u> |
| (8) | <u>Randy Pierre</u> | License # | <u>3124</u> |

Names of four (4) full time (40 hour per week) HVAC Mechanic Apprentices:

- (1) Josh Dabrasky
- (2) Zach Crouse
- (3) Dante Johnson
- (4) Jon Brooks

SUBCONTRACTORS

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: We do not anticipate using subcontractors

Name of Subcontractor: N/A TELEPHONE #: N/A

Address: N/A

RFP #1015880
ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Terry Oakley

Name
Senior Vice President

Title
AAA Complete Building Services, Inc.

Name of Firm
4/12/12

Date of Submission

Signature of Authorized Representative