



INFORMAL MINI SOLICITATION
#1194220
Efficient Electric Appliance Installation Services

ISSUE DATE: April 13, 2026
SUBMISSION DEADLINE: April 17, 2026

The Montgomery County Department of Housing and Community Affairs is soliciting proposals for the Efficient Electric Appliance Installation Services (EEAIS) program. Proposals must be submitted no later than the date and time listed above. If an offeror is interested in submitting a proposal but cannot make the submission deadline, the offeror must call/email the Department of Housing and Community Affairs at Robert.Love@montgomerycountymd.gov to see if an extension may be granted.

The following pages contain the terms, conditions and scope of services for this Informal Solicitation.

Submit proposals to Robert Love at Robert.Love@montgomerycountymd.gov.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Carlos Daza at carlos.daza@montgomerycountymd.gov.

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LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

This solicitation is reserved for only application submitted/certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount. Submitting a bid/proposal constitutes a representation that your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the proposal's due date. If your LSBRP status is not application submitted/certified in our database prior to the proposal's due date and time, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the Informal Mini Solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of your business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the County finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Informal Solicitation #1194220
Efficient Electric Appliance Installation Services

SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

Solicitation #1194220 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extensions will be in the form of a solicitation amendment with the reissuance of the informal solicitation.

If you have any questions, please contact Robert Love at Robert.Love@montgomerycountymd.gov.

Montgomery County, Maryland
ACKNOWLEDGMENT PAGE

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and 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 provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name (printed): _____	
Printed Name, Title and E-Mail of Person Authorized to Sign Proposal: _____	
Signature: _____	Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. 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, which requires a suffix indicating the corporate status of the business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, 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.

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

1. INTENT

The Intent of this Informal Solicitation is to solicit proposals for the procurement of Efficient Electric Appliance Installation Services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. PROPOSAL SUBMISSION

Proposals must be submitted no later than 5 pm EST, April 17, 2026 to:
Robert.Love@montgomerycountymd.gov

Proposals submitted after 5 pm EST, April 17, 2026 will not be considered.

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this Informal 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 Solicitation Amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

4. AWARD OR REJECTION OF OFFERS

The County reserves the right to accept or reject any or all offers, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified proposals are subject to rejection. The County reserves the right to reject the offer of an offeror 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 is unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to the "highest ranked offeror(s)".

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

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

8. NAME AND SIGNATURE REQUIREMENTS FOR Proposals AND CONTRACTS

The correct and full legal business name of the entity involved must be used on proposals received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an 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.

No proposals will be accepted unless submitted in ink or typewritten. Changes made to the prices prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

Proposers please note: Prompt payment discounts will be considered in the evaluation of your proposal if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

10. OFFERORS PAYMENT TERMS

The County will reject as non-responsive a proposal under this Informal Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude an offeror from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

11. QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a proposal, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. PROPOSAL PREPARATION EXPENSES

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

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., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

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

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

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- 1) serve as liaison between the County and the contractor;
 - 2) give direction to the contractor to ensure satisfactory and complete performance;
 - 3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - 4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - 5) accept or reject the contractor's performance;
 - 6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - 7) prepare required reports;
 - 8) approve or reject invoices for payment;
 - 9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - 10) issue notices to proceed; and
 - 11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record

keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

TABLE A. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
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 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				
27 Courthouse Square, Suite 330,				
Rockville, MD 20850				
*Professional services contracts only				

TABLE B. 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>
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
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850				

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION – INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

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

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a “Payment Solution”), the Payment Solution must be Payment Card Industry Data Security Standard Compliant (“PCI-DSS Compliant”), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a

Merchant ID (“MID”) obtained by the County’s Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

27. P-CARD OR SUA PAYMENT METHODS

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

price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

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

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

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

Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed in Attachment B. (or statement about wavier, if applicable).

2. COMPENSATION

The County will pay the Contractor in accordance with the approved fee schedule. The maximum amount payable under the life of this contract may not exceed \$100,000.

3. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

The designated Contract Administrator for the Department of Housing and Community Affairs is Robert Love at Robert.Love@montgomerycountymd.gov.

4. CONTRACT TERM

The term of the contract is for two (2) years from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two additional one-year periods. The contract will automatically terminate once \$99,999 has been spent.

5. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of two (2) years after execution of the contract. Any request for a price adjustment after this one-year period, is subject to the following:

- A. Approval or rejection by the Director, Office of Procurement or designee.
- B. **Must be submitted in writing to the Director, Office of Procurement, 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 to the County under the contract terms.
- C. Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- D. May not be approved in an amount that exceeds 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 must not exceed the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-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.
- E. Should be effective sixty (60) days from the date of receipt of the contractor's request.
- F. Must be executed by written contract amendment.

6. ETHICS

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

A contract 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:

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

7. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

- A. For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
- B. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.
- C. The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.
- D. The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.
- E. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.
- F. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
- G. The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
- H. Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's

personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.

- I. The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.
- J. All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- K. The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- L. The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

8. INVOICES

All true and correct invoices and all inquiries regarding payment are to be sent to Carlos Daza at carlos.daza@montgomerycountymd.gov. **Failure to promptly comply with this requirement may delay payment.**

9. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

10. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

SECTION D. SCOPE OF WORK

1. BACKGROUND

Montgomery County is seeking proposals for a licensed Home Improvement contractor to make energy efficiency and electrification improvements in single-family homes of low-income

homeowners in the County. The Scope of Work will include replacement of HVAC systems, Heavy ups, electrical panel work, appliances as well as some other electrical repairs as described below for fuel switching for electrification. Where applicable, the Scope of Work may require converting fossil fuel appliances to electric equivalents.

The Contractor will be provided with a specific Scope of Work Order (see Exhibit V) for each property and the Contractor will be required to complete all repairs listed on the Work Order within 90 days of receipt of the Work Order.

The County intends to award one (1) contract resulting from this Solicitation. Referrals to the Installation Contractor are expected to begin shortly after contract execution. The Contractor should be able to start installations as soon as a Contract is executed and a funded Purchase Order and Notice To Proceed is provided to the Contractor

2. SCOPE OF WORK

The Contractor must:

1. Receive Work Orders (see Exhibit V) from the Efficient Electric Appliance Operations Program Contractor (EEAOP)
2. Schedule and conduct a site visit to each home (estimated 15-25 per year) and verify the Scope of Work and schedule installation visit with homeowner.
3. Within 24 hours of visit, advise EEAOP Contractor of any discrepancies within Work Order identified in site visit.
4. Execute an Agreement with EEAOP Contractor (on forms approved by DHCA)
5. Obtain permits for all activities requiring permits and arrange for all required inspections (including plumbing, electrical, mechanical, etc.)
6. Ensure all installed equipment meets the specifications as listed in Exhibit IV for list of qualifying appliances.
7. Arrange for installation of ordered improvements by Contractor employees (if appropriately licensed) or with Subcontractor(s) (appropriately licensed)
8. Arrange for removal of original appliances to be replaced (including furnaces, stoves, refrigerators, oil tanks, etc.)
9. Resolve any disputes among or between homeowners and employees or Subcontractors that arise during installation work and promptly advise EEAOP Contractor of any difficulties in bringing to resolution.
10. Keep EEAOP Contractor apprised of work schedules for all properties and provide prompt notice
 11. of time for inspection of completed work prior to submittal of invoices. Provide copies of manufacturers' warranties and other documentation packaged with appliances to EEAOP contractor.
 12. Provide an invoice to EEAOP Contractor (include verification of payment for materials and services if requested).
 13. Respond to, and resolve, all labor and/or parts warranty claims for a minimum one-year period after completion of work at each home.
 14. Complete National Environmental Policy Act (NEPA) paperwork in coordination with DHCA, if project work requires.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor must schedule and acceptably complete all Work Order items within 90 days from the receipt of the Work Order, unless otherwise approved by DHCA. Time is of the essence. If the Contractor fails to consistently deliver these services within these parameters, the County reserves the right to find the Contractor in default of the terms of this contract.

All laborers and mechanics performing construction, alteration, or repair work on projects funded in whole or in part by awards made as a result of this Contract are to be paid or will be paid wages at

rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). See Exhibit VI.

Report Davis Bacon Wages to LCPTTracker System www.lcptracker.com.

County's Responsibilities

The County will coordinate with the Efficient Electric Appliance Operations Program (EEAOP) Contractor and conduct its own inspections of completed work as determined by the County. The County will arrange for monthly payment of Contractor's invoices following successful inspections.

4. REPORTS/DELIVERABLES

Along with the monthly invoice, the Contractor must provide monthly written reports to the County indicating:

1. Address of all property referred by the EEAOP Contractor;
2. Date of referral;
3. Date of initial property visit;
4. Projected date of completion of work at each property;
5. Addresses of all properties completed during that month; and
6. Narrative description of any scheduling or other difficulties encountered contributing to delays.
7. Geotagged pre- and post-installation photos for HVAC (indoor and outdoor units) and installed energy saving appliances, Heavy-ups, and panel box work including legible nameplates and the units in their surroundings.

5. CONTRACTOR'S QUALIFICATIONS

The Contractor must be able to demonstrate the capacity to conduct the volume and level of work in the allotted time periods, as indicated under Scope of Work.

Time is of the essence in performing the improvements under the resulting Contract. The Contractor must obtain permits and inspections where legally required and ensure all persons performing such improvements must have the required valid licenses, including plumbing, electrical, mechanical, etc. required for performance of those activities. When submitting proposals, Contractors must include a copy of their licenses and those of any Subcontractors that are anticipated to be used for installations. More specific requirements are listed below under submission requirements in Section E.

Please note, at a minimum, the Contractor must:

1. Hold a current Maryland Home Improvement Contractor License.
2. Be a business entity in good corporate standing with Maryland Department of Assessments and Taxation (SDAT).
3. Demonstrate experience performing the types of services included under the Scope of Services including fuel switching conversions in single-family homes. Fuel-switching requires electrical panel assessment for Heavy-up and placement, credible Manual J load calculation and installation to code and the manufacturer's recommendations.
4. Submit documentation from surety of the offeror's bonding capacity
5. Demonstrate adequate capacity to complete the volume of work described herein including providing a list of current licenses held and the names of licensed sub-contractor(s) including the trades, anticipated using in performing the work under this contract.

Methods of Ordering Work

5.7.1. Blanket Purchase Orders: The County may issue work under a blanket purchase order for one or more assignments. Per assignment, the Contract Manager will coordinate with the Contractor for the work to be performed. The Contract Manager will also provide written direction to the Contractor.

5.7.2. Task Orders: The County may issue a written Task Order Proposal Request (TOPR), which will include, but is not limited to, a description of the scope of work/assignment; expected

objectives; deliverables; a completion/milestones schedule, including assumptions for staff reviews; any background information to be supplied by the County; and time limit for response to the TOPR.

5.7.2.1. In response to the TOPR, the Contractor must submit a written, signed Task Order Proposal which addresses all requirements of the TOPR within the timeframe stipulated by the County.

5.7.2.2. The County will review the Contractor's Task Order Proposal and reserves the right to negotiate with the Contractor for any labor categories, number of hours, or any other items included in the Task Order Proposal. The County also reserves the right to request backup documentation to support detailed cost proposals within two (2) business days of the County's request.

5.7.2.3. The Contractor must bear all costs relating to meetings with the County to discuss new assignments, preparing Task Order proposals, negotiating proposals with the County, etc.

5.7.2.4. Once finalized, Task Order documents must be signed and dated by both the County's Contract Administrator and the Contractor. The Contractor must not perform any work until it has received an executed Task Order, a Purchase Order, and a Notice to Proceed.

5.7.2.5. Once approved, Task Orders and related schedules may be changed only with prior written authorization by the County.

SECTION E. METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- A. Upon receipt of proposals, the Department of Housing and Community Affairs will review and evaluate all proposals in accordance with the evaluation criteria listed below. The SME will also review for responsibility.
- B. Vendor interviews will not be conducted.
- C. The SME will make its award recommendation of the highest ranked offeror based on the written score and its responsibility determination.
- D. After the successful conclusion of negotiations, the using department will forward the contract to the Director, Office of Procurement will execute the awarded contract.

2. EVALUATION CRITERIA

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

1. Organizational and business structure, highlighting staff that will be involved in projects awarded under this RFP.	POINTS <u>5</u>
2. Experience working on similar projects. Proposals should include information on similar projects recently performed, including knowledge of applicable utility and regulatory agency requirements based on Exhibit II.	<u>10</u>
3. Labor warranties offered for installation.	<u>5</u>
4. Experience in self-performing HVAC, Heavy-up, and Electrical Tasks based on information provided on Exhibit VIII.	<u>20</u>
5. Overall evaluation of similar projects completed, specifically focusing on any projects involving fuel switching in single-family homes based on Exhibit VIII.	<u>25</u>
6. Price Proposal (Exhibit III)	<u>25</u>
7. MFD Participation*(Must EXCEED set 10% goal of applicable purchasing category)	<u>5</u>
8. Experience with government-funded construction and service contracts.	<u>5</u>

Highest possible QSC score for written proposal evaluation: **100**

SECTION F. SUBMISSIONS

- A. Offerors must submit their proposal in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the Evaluation Committee to evaluate the offeror’s capabilities and experience. Proposals must include the following information:
1. A cover letter with a brief description of the business entity, including the offeror’s name, address, telephone number, and email address.
 2. The completed Acknowledgement Page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
 3. 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 as that required by the County in this solicitation. (Exhibit II)
 4. The offeror must submit the appropriate Wage Requirements Law forms (PMMD-177, see #3 below Web-links).
 5. Minority, Female, Disabled Persons Subcontractor Performance Plan (PMMD-65, see #2 below Web-links).

The following are additional required submissions:

Item	Submission Requirement
1	Submit documentation of a valid and current Maryland Home Improvement license.
2	Submit proof of corporate good standing with SDAT.
3	Submit proof of minimum average annual gross sales for the past three (3) years.
4	Submit an organization chart for the Offeror and a completed Offeror’s Organizational and Business Structure form (Exhibit VII).
5	Written document outlining offeror’s history and experience working within the Scope of Services of this RFP including information on similar projects recently performed, including knowledge of applicable utility and regulatory agency requirements, and the ability to manage multiple projects of the volume and nature required under this RFP.
6	Written document outlining offeror’s history and experience of successfully working with public entities. Include descriptive information (owner, scope, cost) on projects recently performed for public entities and contact person.
7	Using the Subcontractor Information form (Exhibit II) complete the form and include any and all information as indicated unless offerors will be performing all work with offeror’s own employees.
8	Written documentation outlining Offeror’s experience and ability to self-perform the activities under the resulting contract (i.e. HVAC, Plumbing, Electrical) using offeror’s own employees.
9	Using the Similar Project Information Form (Exhibit VIII) complete the form and include any and all information for projects requiring HVAC, Plumbing and Electrical work your firm has completed over the past three (3) years that demonstrate your firm’s ability to complete projects of a scope and number consistent with this scope of work on cost and in a timely manner.
10	Completed Price Proposal form and Proposed Alternatives form (Exhibit III)

WEB-LINKS FOR DOCUMENTS AND FORMS:

1. Central Vendor Registration System, <https://www.montgomerycountymd.gov/vendorregistration>.
2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf.
3. Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf.

EXHIBIT I MANDATORY INSURANCE REQUIREMENTS

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Identify qualified low-income owner-occupied homes in the County by conducting outreach, processing applications, preparing scope of work to install energy efficient appliance upgrades, and arranging installation activities with installation contractor.

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000) aggregate**, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

Business Automobile 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:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum 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**

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, **automobile insurance**, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

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

Certificate Holder
Montgomery County, Maryland
Dept of Housing & Community Affairs / Robert Love
1401 Rockville Pike, 4th Floor
Rockville, MD 20852

(Remainder of Page Intentionally Left Blank)

**EXHIBIT II
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 for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

EXHIBIT III

PRICE LIST

Measure	Description	Technical Specifications	Unit of Measures	Cost
150-amp Panel box	All Labor and materials to install new 150-amp panel box. Upgrade panel from 60 to 100-amp, wiring up to 20 existing breakers/circuits. Includes breakers grounding and ancillary items to install to code	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70, 29 CFR1926(k). In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits.	Each	
200-amp Panel box	All Labor and materials to install new 200-amp panel box. Upgrade panel from 60 to 100-amp, wiring up to 20 existing breakers/circuits. Includes breakers grounding and ancillary items to install to code	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70, 29 CFR1926(k). In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits.	Each	
Weather head and service entrance	All labor and materials to install new weatherhead and up to 60 feet of 2/0 AWG cooper or 4/DAWG aluminum	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections.	Each	
Underground Services connection	All permits/inspections to upgrade electrical service	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections.	Each	
Sub-panel	All labor and materials to install new sub-panel for existing or new circuits.	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections.	Each	
Service Disconnect	All labor and materials to install new service disconnect for main service at main panel	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections.	Each	
Surge Protector	All labor and materials to install surge protection for electrical service at main panel	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections.	Each	
15-amp circuit	All labor and materials to install new 15-amp circuit	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections	Each 25 feet	

20-amp circuit	All labor and materials to install new 20-amp circuit	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections	Each 25 feet	
30-amp circuit	All labor and materials to install new 30-amp circuit	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections	Each 25 feet	
50-amp circuit	All labor and materials to install new 50-amp circuit	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections	Each 25 feet	
220v Receptacle (replacement)	All labor and materials to install New 220v receptacle for oven/range or electrical dryer	Install as per NEC as adopted by the Jurisdiction Housing Authority (JHA). All materials must be minimum UL listed meet NFPA 70 and all other applicable standards per the JHA. In addition, all work Must be performed by property licensed individuals. Measure includes all applicable permits and inspections	Each	

110v receptacle (replacement)	All labor and materials to replace existing 110v receptacle	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	1
Standard light switch	All labor and materials to install/replace standard light switch	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
3-way light switch	All labor and material to install/replace 3-way light switch	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
110v receptacle (new)	All labor and materials to install new 110v receptacle.	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
15-amp arc fault breaker	All labor and materials to install new 15-amp arc fault circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
15-amp double pole breaker	All labor and materials to install new 15-amp double pole circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
20-amp arc fault breaker	All labor and materials to install new 20-amp arc fault circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
20-amp arc fault double pole breaker	All labor and materials to install new 20-amp arc fault double pole circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
15-amp CFCI breaker	All labor and materials to install new 15-amp CFCI circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	

50-amp circuit breaker	All labor and materials to install new 50 amp circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
12-2 wiring	All labor and materials to install new 12-2 wiring	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
12-3 wiring	All labor and materials to install new 12-3 wiring	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
10-2 wiring	All labor and materials to install new 10-2 wiring	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
10-3 wiring	All labor and materials to install new 10-3 wiring.	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
8-3 wiring	All labor and materials to install new 8-3 wiring	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
6-3 wiring	All labor and materials to install new 6-3 wiring	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Per 25 LF	
Conduct load assessment	All labor and material to conduct the electrical load assessment for upgrades	Provide electrical load assessment of existing electrical services to calculate any system upgrades to allow for electrification measures	Each	
Terminate fossil fuel lines	All labor and materials to decommission NG distribution lines at the utility meter.	As per code and JHA requirements.	Each	

15 amp GFCI double pole breaker	All labor and materials to install new 15-amp GFCI double pole circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
20-amp GFCI fault breaker	All labor and materials to install new 20-amp GFCI fault circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
20 amp GFCI double pole breaker	All labor and materials to install new 20-amp GFCI double pole circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
30-amp breaker	All labor and material to install new 30-amp circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
40-amp circuit breaker	All labor and materials to install new 40-amp circuit breaker	Install as per NEC as adopted by the Jurisdiction Having Authority (JHA). All materials must be minimum UL listed, meet NFPA 70, and all other applicable standards per the JHA. In addition, all work MUST be performed by properly licensed individuals. Measure includes all applicable permits and inspections required by the JHA.	Each	
Remove oil tank and lines	All labor and materials to remove and recycle fuel oil, remove fuel lines, filter and fuel tank	As per code and JHA requirements.	Each	
Decommission underground oil tank		As per code, MOE and JHA requirements.	Each	
Decommission and remove LP gas tank		As per code and JHA requirements.	Each	
Install complete ductwork	For homes where no ductwork exists	Includes manual D calculation with duct size and locations for placement. Installation as per applicable code and JHA requirements	Per LF	
Install induction stove/oven	Must include a set of induction compatible cookware, consisting of one 11" frying pan, one 3-qt saucepan with lid, one 5-qt cooking pot with lid	Installation as per manufacturer instructions and any applicable code requirements.	Each	

EEAOP additional Measures					
All Appliances must be made in America					
Trane 15.2 SEER2 Heat Pumps or equal to					
				Contractor Cost	MBE cost
	2.0 ton			\$	\$
	2.5 ton			\$	\$
Carrier 15,2 SEER2 Heat pumps or equal to					
	2.0 ton			\$	\$
	2.5 ton			\$	\$
	3 Ton			\$	\$
Rheem Standard Electric Water Heater or equal to					
	50 Gal Short			\$	\$
	50 Gal Tall			\$	\$
	40 Gal Tall			\$	\$
Dishwasher GE or equal to					
	White			\$	
	Stainless			\$	
	Black			\$	
GE Washer or equal to					
	White	GFW550SSNWW		\$	
GE Dryer or equal to					
	White	GFD55ESSNWW		\$	
Refrigerator Frigidaire or equal to					
26CF	Stainless	GRSS2652AF		\$	
	Black	GRSS2652AD		\$	
23CF	Stainless	GRSS2352AF		\$	
	Black	GRSS2352AD		\$	

Note: Equipment and materials specifications may be revised based on availability or other considerations with signed mutual agreement of both parties.

**EXHIBIT VI
DAVIS-BACON ACT WAGES**

Superseded General Decision Number: MD20230065

State: Maryland

Construction Type: Residential

County: Montgomery County in Maryland.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

	Rates	Fringes
BRICKLAYER.....	\$ 19.77	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 19.58	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 18.50	2.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 19.28	0.00
ELECTRICIAN.....	\$ 26.50	7.80
IRONWORKER, ORNAMENTAL.....	\$ 17.31	0.00
LABORER: Common or General, including brick mason tending and cement mason tending.....	\$ 12.62 **	1.77
LABORER: Pipelayer.....	\$ 16.19 **	2.15
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.00	2.06
OPERATOR: Loader.....	\$ 20.25	2.06
PAINTER (Brush and Roller).....	\$ 16.00 **	0.00
PLUMBER (HVAC Pipe and Unit Installation Only).....	\$ 18.80	6.63
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 26.00	6.67
ROOFER.....	\$ 19.40	4.28
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.89	1.20
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.75	2.85
TILE SETTER.....	\$ 14.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Exhibit VII

Organizational and Business Structure

Please complete and submit an organizational chart that depicts your company's organization hierarchy which clearly identifies lines of authority and oversight. Please include each level's roles and responsibilities. If certain positions will be involved in this contract administration, include current name of employee and best contact information.

RFP #1194220

Exhibit VIII

Similar Project Information

Job Name: _____

Job Address: _____ Zip: _____

Job Type (check all that apply)	Your Role on the Job (check all that apply)	Important Dates
Residential		
<input type="checkbox"/> Single family	<input type="checkbox"/> Property Owner	Project Start Date: _____
<input type="checkbox"/> Multifamily	<input type="checkbox"/> General Contractor	Project End Date: _____
<input type="checkbox"/> Commercial	<input type="checkbox"/> Subcontractor	
<input type="checkbox"/> Private	<input type="checkbox"/> Sub Sub contractor	Timeline from ordering equipment to installing equipment _____
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	
<input type="checkbox"/> State / County		
<input type="checkbox"/> Federal		
<input type="checkbox"/> P3		
<input type="checkbox"/> Other _____		

Contract Value: _____

Contract Number _____

Who Hired You

Company Name: _____

Contact Name: _____

Role on Project – Property Owner GC Subcontractor Other _____

Address: _____

Phone: _____ Email: _____

RFP #1194220

Exhibit IX

Subcontractor Information Form

1. Company Information

Company Name: _____
Contact Name: _____ Contact Title _____
Phone: _____ E-mail: _____
Address: _____ City: _____ Zip: _____
Website: _____

How many years has your company been in business? _____
How many people does your company currently employ? _____
_____ Mgmt _____ Office _____ Shop _____ Field _____ Temp

Annual sales volume: _____
Owner's names and percentage of ownership:
Name: _____ Title: _____ %Ownership _____
Name: _____ Title: _____ %Ownership _____
Name: _____ Title: _____ %Ownership _____

2. General Information Estimating Contacts:

Types of work performed: (Plumbing, Roofing, ETC.) _____

Types of projects: (Commercial, Residential, ETC.) _____

Geographical area(s) served: _____

What is your company's current backlog of uncompleted work? _____

Is your company licensed? Yes No License # _____
Type: Is your company a certified minority business? Yes No {Attach Certificate)
Does your company have a drug free workplace program? Yes No
Does your company have a safety program? Yes No

What is your company's current Experience Modification Rate (EMR) rating? _____.

3. Insurance & Bonding

Can your company provide Payment & Performance Bonds? Yes No

* If yes, what are your rates? _____ Bonding limit? _____

* Name of surety agent & phone number: _____

Do you carry Workman's Compensation insurance? Yes No

* If yes, what is the dollar limit amount? _____

Do you have Liability Insurance in excess of \$1,000,000? Yes No

* If yes, what is the dollar limit amount? _____

4. Experience & References

Has your company ever failed to complete a contract? Yes No

* If yes, attach a detailed explanation of the project and circumstances.

Does your company construct residential projects? Yes No

* If yes, provide a separate list of all open projects.

Listing of at least 3 Suppliers or General Contractor references:

	Company Name	Contact person	Phone number
1			
2			
3			

Feel free to attach additional documentation.

Signature : _____

Title: _____

Print Name: _____

Date: _____