



OFFICE OF PROCUREMENT

Islah Leggett
County Executive

Cherri Branson
Director

OPEN SOLICITATION 1075028

AMENDMENT #1

December 13, 2017

PAGE 1 OF 8 FOR THE PROCUREMENT OF:

ROAD EQUIPMENT SERVICES

THIS SOLICITATION AMENDMENT WILL BECOME A PART OF THE RESULTANT CONTRACT

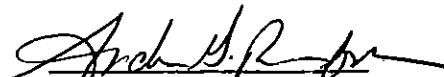
DESCRIPTION OF AMENDMENT:

- 1) Replace pages 4, 6, 7, 12, A-2, A-6 and A-7 with *Revised Pages 4, 6, 7, 12, A-2, A-6 and A-7.*

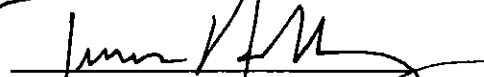
There are no other changes.

THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:


Cherri Branson, Director
Office of Procurement

APPROVED AS TO FORM AND LEGALITY BY:


Trevor Ashbarry, Chief
Office of the County Attorney

APPLICANT'S LEGAL BUSINESS NAME: _____

(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: _____

SIGNATURE: _____ DATE: _____

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952
FAX



OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

- B. **TIER 2: The forecast is predicting a snow accumulation of 1 to 3 inches in a day.**
In addition to utilizing its own work forces, the County will utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads. Types of equipment that may be used in this tier are: Heavy Duty Landscape/Single Rear Axle or equal Dump Trucks, Tandem/Tri-Axle Rear Axle Dump Trucks, all with a minimum 26,001 GVWR, equipped with the appropriate sand/salt spreading and snowplowing equipment. The rate of the snow fall, temperatures, and timing of the event with respect to rush hour or non-rush hour may influence the number of equipment requested from the contractors to timely treat and maintain the County roadways in a safe condition.
- C. **TIER 3: The forecast is predicting snow accumulations of 3 to 7 inches in a day.**
In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1 and Tier 2 plus some of the other types of equipment as required and listed in Attachment A.
- D. **TIER 4: The forecast is predicting snow accumulations of 8 to 12 inches.**
In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear, remove, and maintain several of the planned routes required to provide safe passage and emergency routes for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1, Tier 2, and Tier 3, plus any of the required types of equipment as listed in Attachment A. This tier may also include earth moving type equipment such as small and large loaders to remove and/or load snow onto trucks to remove snow from areas where there is limited space to push the accumulated snow off of the roads.
- E. **TIER 5: The forecast is predicting snow accumulations greater than 12 inches.**
In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear, remove, and maintain several of the planned routes required to maintain safe passage and emergency routes for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1, Tier 2, Tier 3, and Tier 4 plus any of the required types of equipment as listed in Attachment A. This tier may also include earth moving type equipment such as small and large loaders to remove and/or load snow onto trucks to remove snow from areas where there is limited space to push the accumulated snow off of the roads. Non-contract help may also be acquired through emergency procurements.

Note 1: For any Tier; the size of the equipment assigned to streets and roads in some urban areas of the County may be limited due to the narrow width of the streets. The County staff will assign the appropriate equipment to those areas.

Note 2: *Montgomery County will only use vehicles registered as a farm truck or farm vehicle for snow removal when a "State of Emergency" or "Local State of Emergency" has been declared. Furthermore, the farm truck or farm vehicle must have proof of a current DOT inspection of which was performed within the previous calendar year. In the event a state of emergency or local state of emergency is declared, and the County has exhausted all available resources, vehicles registered as farm trucks or farm vehicles may be requested. At the time the state of emergency is lifted, or when the County is no longer in need of all active resources, vehicles registered as a farm truck or farm vehicle will be the primary resource released from the operations.*

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

A. EQUIPMENT INSPECTIONS:

Any Contractors offering equipment for winter storm operations will be required to have the snowplow and sanding/salting truck(s) inspected by the County on an annual basis. The County may limit the number of trucks for inspection. The inspections will be conducted at a designated location and time as established by the Contract Administrator. The County will notify the Contractor of the dates & times of the inspection. The County may request inspection of the non-snowplowing and non-sanding/salting equipment in advance of assignments or at the time of assignment. The Contractor shall only provide equipment in good working order. The County may request photographs of equipment in advance.

No Contractor will be allowed to participate in any winter storm operation until the Division of Highway Services has inspected and approved the Contractor's equipment and accessories as described above. The Contractor will be paid three (3) hours at the emergency rate, which includes the cost associated for mobilization, for the successful inspection of each piece of equipment and accessories that requires pre-inspection. If a Contractor's piece of equipment and/or accessory fails inspection the Contractor shall not be paid the above referenced three (3) hours. **The County will not pay or provide any compensation what so ever for the failing equipment and accessories.** Should the Contractor return with the equipment and accessories for a successful re-inspection, the Contractor will be paid one time for the three (3) hours emergency rate set for each piece of equipment and accessories approved. The Contractor shall not be paid for any failed inspections.

At the time of inspection, the contractor must have the following:

- All accessories (plow, spreader, etc) attached prior to arrival.
- Full tank of fuel.
- Valid vehicle registration card and assigned DOT# clearly visible on the exterior of the vehicle *(if applicable)*.
- Documentation verifying a passing State DOT *preventative maintenance* inspection within the previous calendar year *(if applicable)*.
- Sufficient lights to provide a high degree of illumination for the operator.
- A flashing beacon or safety light assembly mounted on the vehicle in a highly visible location from all sides of the vehicle.
- A light mounted on the rear of the truck or sand/salt spreader which will illuminate the roadway where that material is being applied (if applicable).
- An "ADC" map book *or an electronic GPS device or access to a mobile GPS app*, and a working cell phone or other means of communication, to maintain contact with the County supervisor.
- A kit which contains basic tools and supplies to facilitate minor repairs that can be made on the road with minimal loss of operating time. Examples of what the kit should contain are, but not limited to; tape, spark plug for sanders, spark plug socket with ratchet, full gas can, fuses, flashlight, hammer, pliers, adjustable wrench, repair links for tire chains, etc.
- Tire Chains or equivalent (cables) as approved by the County in the event the County request chains for an event. Emergency rates for chains installed, begin when notified by the Contract Administrator or designee, to use them.
- *A unit's classification and working rate shall be determined at the time of inspection for each snowplow and salting truck based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label and the unit's hauling capacity as determined by the County (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, the state registration GVWR and the unit's hauling capacity will be used as the rate determination factors). Therefore, it is imperative to have all accessories in place and a full tank of fuel at the time of inspection. The County will load all single axle dump trucks, and may elect to load other applicable trucks, with salt during the inspection to determine rating capacity and pay rate. All single axle dump trucks will be weighed on scales, prior to being loaded with salt, to establish the GVWR for the truck, including all accessories. After the initial weighing, the County will confirm the truck, including required accessories, does not exceed the Manufacturer's GVWR as listed on the Vehicle Certification Labeling, or the state registration GVWR (whichever GVWR is less). Once confirmed, based on the weight difference of the previously weighed GVWR, including accessories, and the GVWR specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label, or the state registration GVWR (whichever GVWR is less), the County will load the truck with an estimated loader bucket capacity of salt (Each loader bucket is estimated to hold three (3) tons). After loading, the truck will be weighed again to establish and ensure the maximum load capacity of the truck, with accessories and salt load included, does not exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) and Gross Axle Weight Rating (GAWR), or the state registration GVWR (whichever GVWR is less), to obtain a higher pay rate. Upon determination of maximum loader bucket capacity of salt based on the manufacturer's GVWR, or the state registration GVWR (whichever GVWR is less), the equipment classification and pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator. Once classified, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or accessory may be checked at any time while in service. If a V-Box is used, the V-Box shall be considered an incidental*

ROAD EQUIPMENT SERVICES

~~accessory of the truck and the pay rate shall be determined at the time of inspection based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label and the unit's hauling capacity as determined by the County (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, the state registration GVWR and the unit's hauling capacity will be used as the rate determination factors). Actual pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator, with no additional payment for the V-Box.~~

The classification and working rate for Items 1.03.01, 1.04.01, 1.05.01 and 1.06.01 shall be determined for each snowplow and salting truck based on the following factors: the maximum Gross Vehicle Weight Rating (GVWR) of the vehicle, including all accessories, and the unit's hauling capacity as determined by the County. To establish the maximum applicable GVWR, the County will compare the vehicle's GVWR as listed on the state registration, the manufacturer's GVWR as listed on the Vehicle Certification Label and the GVWR rating found within the National Institute for Safety Research Vehicle Identification Number Decoding system. The County will utilize whichever GVWR is lowest of the three sources. At inspection, the vehicles relative to the items listed above, will be weighed on a portable scale to determine the actual and current weight of the vehicle, including all accessories and a full tank of fuel. The hauling capacity will be determined through a calculation of the established maximum applicable GVWR minus the actual and current weight of the vehicle. The difference of those weights will be divided by the established weight of one (1) loader bucket of salt (weighted at approximately three (3) tons, or six thousand (6,000) pounds). Upon determination of maximum loader bucket capacity of salt based on the applicable GVWR, the equipment classification and pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator. Once classified, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or accessory may be checked at any time while in service. In addition to the contract equipment items listed above, the County may elect to weigh other applicable trucks during the inspection to determine rating capacity and pay rate. If a V-Box is used, the V-Box shall be considered an incidental accessory of the truck and the pay rate shall be determined at the time of inspection based on the same factors and calculation process listed above. Actual pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator, with no additional payment for the V-Box.

Based upon the County's needs and services as outlined herein to supplement the County work forces, the County will call Contractors from the list of executed Contracts, for the specific equipment that satisfy the needs of the event at that time. The selection(s) will be made on a rotating basis starting with the first contractor. The Contractor must send the Contract Administrator or Designee, a copy of each of the vehicle's operator's current driver's license for the classification of the piece of equipment to be operated; and the type, make, model, year and accessories of the equipment to be used. All drivers and operators must be experienced and skilled with the assigned equipment. Any reckless or suspect operating of equipment and the driver will be stopped and sent away at the County's sole discretion without any reimbursement for that work assignment.

The County will take into consideration the Contractor's location of its stored equipment when assigning work locations, but cannot guarantee any specific work area(s) or location(s). The requested work is considered County-wide. If a Contractor is unable to meet any of the County's needs for equipment and personnel services at the time of notification, the County will proceed through the list of executed contracts until all services requested by the County are met. The Contractor that cannot provide the requested equipment and personnel, when notified by the County, will lose its turn on the rotation. The Contractor can and will be dispatched to various locations within Montgomery County, as determined and instructed by the Contract Administrator or Designee. The County will make every effort to balance the distribution of work assignments.

Note 3: The Contractor is responsible for any damage to County and/or Public property by his/her equipment due to careless and/or negligent operation by the Contractor's personnel. The Contractor agrees to indemnify and hold harmless the County for such damage as specified in Paragraph 18, Indemnification of the General Conditions of Contract between County and Contractor.

****Note:** Deleted in its entirety.

ROAD EQUIPMENT SERVICES

All Contractor supplied supervisors must be competent and capable of communicating in English and capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Contract Administrator or Designee or his/her authorized representatives. The supervisor shall have full authority to execute the order or directions of the Contract Administrator or Designee without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. If the County requested a supervisor to be on site, said supervisor shall be available at all times when the work is in progress. However, if the County **did not** request a supervisor to be **on site**, a supervisor must still be available by phone at all times to provide its operators with direction in response to County concerns. In the event a contractor supervisor is not requested to be **on site**, no compensation will be provided.

C. MOBILIZATION FOR SCHEDULED (NON-EMERGENCY) SERVICE

Upon notification from the County the Contractor will have forty-eight (48) hours to mobilize personnel and equipment and report to locations assigned by the County. There will be no additional compensation payable to the Contractor by the County for mobilization for work performed under non-emergency service status unless the equipment is transported by Tractor & Trailer to the designated reporting site, in that instance a one time delivery charge for Group 2 Equipment will be accessed.

For non-emergency service, the length of the service will be for a planned duration (days/weeks) as determined by the County. The County will advise the Contractor of assignment duration at the time of assignment.

Normally, non-emergency service will be for no more than a 10-hour/6 day a week operation. However, the County reserves the right to assign longer hours, including Sunday work, depending on the non-emergency service.

D. REQUIREMENTS FOR NON-EMERGENCY SERVICE

All services supplied under the terms of this Contract must be in full conformity with all Federal, State of Maryland and Montgomery County laws and regulations. The Contractor shall insure that all drivers have a valid license, valid DOT medical certificate, and are in compliance with all requirements associated with the operation of the equipment to be used under this contract. ***Under no circumstances will the County utilize vehicles registered as a farm truck or farm vehicle for non-emergency services.***

All equipment supplied by the Contractor must be in good working order and equipped with the following:

- Valid vehicle registration card and assigned DOT# clearly visible on the exterior of the vehicle ***(if applicable).***
- Documentation verifying a passing State DOT ***preventative maintenance*** inspection within the previous calendar year ***(if applicable).***
- Sufficient lights to provide a high degree of illumination for the operator.
- A flashing beacon or safety light assembly mounted on the vehicle in a highly visible location from all sides of the vehicle.
- A light mounted on the rear of the truck or sand/salt spreader which will illuminate the roadway where that material is being applied (if applicable).
- An "ADC" map book ***or an electronic GPS device or access to a mobile GPS app***, and working cell phone or other means of communication with the County supervisor.
- A kit which contains basic tools and supplies to facilitate minor repairs that can be made on the road with minimal loss of operating time. Examples of what the kit should contain are, but not limited to; tape, spark plug for sanders, spark plug socket with ratchet, full gas can, fuses, flashlight, hammer, pliers, adjustable wrench, repair links for tire chains, etc.

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT

1.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 1 EQUIPMENT.

- (a) *V-Boxes for the application of salt are allowed for use. If a V-Box is used, the V-Box shall be considered an incidental accessory of the truck and the pay rate shall be determined at the time of inspection based on the same factors and calculation process described in Equipment Inspection on page 7 of this solicitation. Actual pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator, with no additional payment for the V-Box.*
- (b) Down Time or Stand-by rate will be equal to 50% of the working rate as computed in the Rates Schedule.
- (c) *The classification and working rate for Items 1.03.01, 1.04.01, 1.05.01 and 1.06.01 shall be determined for each snowplow and salting truck based on the following factors: the maximum Gross Vehicle Weight Rating (GVWR) of the vehicle, including all accessories, and the unit's hauling capacity as determined by the County. To establish the maximum applicable GVWR, the County will compare the vehicle's GVWR as listed on the state registration, the manufacturer's GVWR as listed on the Vehicle Certification Label and the GVWR rating found within the National Institute for Safety Research Vehicle Identification Number Decoding system. The County will utilize whichever GVWR is lowest of the three sources. At inspection, the vehicles relative to the items listed above, will be weighed on a portable scale to determine the actual and current weight of the vehicle, including all accessories and a full tank of fuel. The hauling capacity will be determined through a calculation of the established maximum applicable GVWR minus the actual and current weight of the vehicle. The difference of those weights will be divided by the established weight of one (1) loader bucket of salt (weighted at approximately three (3) tons, or six thousand (6,000) pounds). Upon determination of maximum loader bucket capacity of salt based on the applicable GVWR, the equipment classification and pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator. Once classified, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or accessory may be checked at any time while in service.*
- (d) Working Rate is the Rate of Pay applied to the type of equipment, personnel, and accessories specified for use during the assignment. Attention must be given to the units of measurement (per each, per hour, per day, etc.) for each item.
- (e) All Trucks used for Snow Removal must be equipped with a snowplow a minimum of ten feet (10') in length and a minimum of thirty-six inches (36") in height. Only exception is Light Stake Body/Landscape Trucks and 4 x 4 Pickup/Light Dump Trucks must be equipped with an eight foot long, 32" high minimum snowplow; and a 3 cubic yard v-box sander or larger.
- (f) When approved by the Contract Administrator, various size wing blades may be utilized at a \$30.00 Rate of Pay Per Hour. This rate of payment per hour includes payment for the additional operator provided one is required.
- (g) The County will require the Contractor utilize the AVL System during winter storm operations. Should the equipment operator fail to keep the AVL unit operable during the storm, the contractor will receive a warning. If this should happen a second time, the County reserves the right to remove the piece of equipment and replace it with another contracted piece of equipment. Failure to utilize the AVL System during winter storm events may result in the termination of the contract. Additional information on the AVL System can be found in the contract in Article V, SCOPE OF WORK, Section B REQUIREMENTS FOR EMERGENCY SERVICES.

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)

1.03 SINGLE REAR AXLE DUMP TRUCK WITH OPERATOR: rated at 26,001 lbs. GVWR to 33,000 lbs. GVWR and capable of carrying Two to Two and One Half (2 to 2 ½) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.03.01	Working rate for Snow Removal with sand/salt spreader and snowplow		<u>\$165.00</u>	<u>N/A</u>
	- Additional payment for chain use (when directed by the County)		<u>\$10.00</u>	<u>N/A</u>
1.03.02	Working Rate for Wind and Rain Storms		<u>\$90.00</u>	<u>\$68.50</u>
1.03.03	Working Rate for all Non-Emergency - Work as determined by the County		<u>N/A</u>	<u>\$68.50</u>

1.04 SINGLE REAR AXLE DUMP TRUCK & HEAVY LANDSCAPE TRUCK WITH OPERATOR: rated at 18,001 lbs. GVWR to 26,000 lbs. GVWR and capable of carrying One and One Half to Two (1 ½ to 2) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.04.01	Working rate for Snow Removal with sand/salt spreader and snowplow		<u>\$162.00</u>	<u>N/A</u>
	- Additional payment for chain use (when directed by the County)		<u>\$10.00</u>	<u>N/A</u>
1.04.02	Working Rate for Wind and Rain Storms		<u>\$90.00</u>	<u>\$68.50</u>
1.04.03	Working Rate for all Non-Emergency - Work as determined by the County		<u>N/A</u>	<u>\$68.50</u>

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)

1.05 LIGHT DUMP TRUCK & LANDSCAPE TRUCK WITH OPERATOR: rated less than or equal to 18,000 lbs. GVWR and capable of carrying One to One and One Half (1 to 1 ½) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.05.01	Working rate for Snow Removal with sand/salt spreader and snowplow		<u>\$148.00</u>	<u>N/A</u>
	- Additional payment for chain use (when directed by the County)		<u>\$10.00</u>	<u>N/A</u>
1.05.02	Working Rate for Wind and Rain Storms		<u>\$84.50</u>	<u>\$63.00</u>
1.05.03	Working Rate		<u>\$79.00</u>	<u>\$63.00</u>

1.06 HEAVY DUTY PICK UP TRUCK WITH OPERATOR: capable of carrying One Half to One (1) Loader Bucket of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.06.01	Working rate for Snow Removal with sand/salt spreader and snowplow		<u>\$118.00</u>	<u>N/A</u>
	- Additional payment for chain use (when directed by the County)		<u>\$10.00</u>	<u>N/A</u>
1.06.02	Working Rate for Wind and Rain Storms		<u>\$79.00</u>	<u>\$52.50</u>
1.06.03	Working Rate		<u>\$70.00</u>	<u>\$52.50</u>

**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAY SERVICES**

**OPEN SOLICITATION
#1075028**

FOR

ROAD EQUIPMENT SERVICES VENDOR INFORMATION FORM

The County will enter into a contract with each applicant who:

- (1) meets the pre-established minimum qualifications approved by the Department of Transportation and set forth under Article II, Minimum Qualifications, below;
- (2) submits a copy of a valid and conforming Certificate(s) of Insurance meeting the requirements, as outlined in Attachment C;
- (3) completes and returns the:
 - (a) Vendor Application Form (pages 16 to 18),
 - (b) Rates Schedule – Attachment A, pages A 1 to A 24
 - (c) Minority Business Program & Offeror's Representation form – Attachment D, page D1
 - (d) Minority, Female, Disabled Person Subcontractor Performance Plan, Attachment F, Pages F 1 to F 4
 - (e) Wage Requirements Certification and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, if applicable – Attachment G, pages G 3 to G 6,
 - (f) Pre-Approved Form Contract signed as written (pages 3 to 15), inclusive of all attachments including the General Conditions of Contract Between County and Contractor.

If all the above items are submitted and are acceptable to the County, and if the applicant meets the pre-established Minimum Qualifications described under **II. Minimum Qualifications**, the County will execute the contract. This Vendor Information Form, the Vendor Application Form and the Pre-Approved Form Contract with Attachments A, B, C, D, E, F, G, and H constitute the entire Contract.

Questions related to this Open Solicitation are to be directed to Melissa Garner, Chief of Support Services Section, Phone: 240-777-7695, e-mail: Melissa.Garner@montgomerycountymd.gov.

I. INTENT

The intent of this Open Solicitation is to establish a list of qualified Contractors that are able to supply equipment and personnel necessary to supplement the County's work force during emergency and non-emergency conditions. Services may include, but are not limited to: road pretreatment for snow and ice (using Salt Brine); ice treatment (using Salt and/or Sand); snow removal; emergency storm debris removal; non-emergency post storm clean up; assisting the County's work force with emergency road repairs; assisting the County's work force with non-emergency road work such as, but not limited to: road repairs, road side repairs, mowing, tree work, stump removal, and assisting the County's work force with storm water management facility repairs. The rates for the referenced services fall into two categories: (1) emergency rates to be used for, but not limited to, snow events and severe weather; and (2) non-emergency rates for use when the work/tasks are necessary but not urgent. These rates are set forth in Attachment A of the Pre-Approved Form Contract.

For snow and ice events the County will prioritize the assignments of single axle dump trucks which will carry two loader buckets of salt and tri-axle dump trucks that will carry a minimum of five loader buckets of salt. Note each loader bucket of salt weighs approximately three tons.

An emergency is defined by the County, as a storm event or series of events, in which the County determines additional resources are required to re-establish safe passage to the general public on County roadways.

Applicants awarded contracts under this Open Solicitation are not required to reserve any equipment or personnel for the exclusive use of Montgomery County Government. However, upon notification from the Contract Administrator or Designee for service, the Contractor must submit a list of the equipment and personnel that the Contractor will make available for the requested project. At that time, the Contractor must provide evidence that it owns or has a signed lease agreement for all equipment necessary for performing services the Contractor has listed on the Rates Schedule (Attachment A). Applicants awarded a contract under this Open Solicitation must provide equipment and personnel at the rates established in the Rates Schedule (Attachment A) of the Pre-Approved Form Contract.

II. MINIMUM QUALIFICATIONS

To be eligible for Contract Award, the Applicant must comply with the following conditions:

Meet the County's Mandatory Insurance Requirements, as outlined in Attachment C of the Pre-Approved Form Contract and acceptable to the County's Division of Risk Management.

Must be in "Good Standing" and registered to do business in the State of Maryland as listed on the Maryland Department of Assessments and Taxation web-site. If there is a questionable *Status* for the Applicant listed on the Maryland Department of Assessments and Taxation web-site; it shall be the Applicant's responsibility to resolve the less than "Good Standing" status and provide evidence that it is in "Good Standing" with the State of Maryland prior to the County executing the Contract.

The Division of Highway Services may request further documents from the Applicant as related to the Applicant's business status which may include the Articles of Incorporation and Amendments if the application is submitted by a corporate entity.

The Contractor must be registered as a vendor with Montgomery County Government. Visit <https://www.mcipcc.net> to register.

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PRE-APPROVED FORM CONTRACT

OPEN SOLICITATION #1075028

FOR

ROAD EQUIPMENT SERVICES

ARTICLE I. BACKGROUND

The purpose of this Contract is to provide a ready source of personnel and a wide variety of construction and road maintenance equipment, including equipment commonly used in snow removal along with equipment used in the maintenance of roads, right-of-ways, shoulders, storm water management facilities, and other County assets. In addition, the County is seeking a ready source of personnel and equipment to perform work on trees (trimming, tree and stump removal) under the direction of the County's arborist, and mowing of the County's right-of-ways. It is anticipated, that at times, the County will provide short notice to the Contractors of its needs, and that the services may be needed for extended periods of time during emergency, post emergency, and non-emergency events and conditions.

The Parties acknowledge that it would be impossible to outline in detail, the anticipated frequency that equipment may be required pursuant to this Contract. However, in the past several years, the County has had a need for each type of service listed in Attachment A. This Contract will be considered a "requirements-type" contract only. **Montgomery County makes no guarantee that any applicant awarded a contract under this Open Solicitation will be called for providing any work, any number of assignments, or any total dollar amount.** Assignments will be issued on a rotating basis, starting with the first contractor that can provide the needed service by the County. The County reserves the right to make work assignments based on the availability and proximity of equipment or personnel during any storm events, or any other events, as determined by the County. The Contract only pre-establishes prices for personnel and the various types of equipment. In addition, all services ordered by the County are contingent upon the appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by Montgomery County Code. The Contractor must not commence the service for any project until a purchase order has been executed by the Office of Procurement, and a Notice to Proceed has been issued for that project by the Contract Administrator or designee.

The County has the following format for assessing the County's needs for snow and other emergency work. This format is a five-tiered system which addresses the typical types of storms and its severity is as follows:

A, TIER 1: The forecast is predicting a snow accumulation of a dusting to 2 inches in a day.

The County will use its own work force and equipment to treat the roads. Some Contractor equipment and personnel may be needed to fill in for County equipment not available due to repairs. The rate of the snow-fall, temperatures, and timing of the event with respect to rush hour or non-rush hour may influence the number of equipment and personnel requested from the contractors to timely treat and maintain the County roadways in a safe condition. The types of equipment that may be requested to assist with this tier are: Heavy Duty Landscape/Single Rear Axle or equal Dump Trucks, Tandem/Tri-Axle Rear Axle Dump Trucks, all with a minimum 26,001 GVWR and equipped with the appropriate sand/salt spreading and snowplowing equipment.

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

B. TIER 2: The forecast is predicting a snow accumulation of 1 to 3 inches in a day.

In addition to utilizing its own work forces, the County will utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads. Types of equipment that may be used in this tier are: Heavy Duty Landscape/Single Rear Axle or equal Dump Trucks, Tandem/Tri-Axle Rear Axle Dump Trucks, all with a minimum 26,001 GVWR, equipped with the appropriate sand/salt spreading and snowplowing equipment. The rate of the snow fall, temperatures, and timing of the event with respect to rush hour or non-rush hour may influence the number of equipment requested from the contractors to timely treat and maintain the County roadways in a safe condition.

C. TIER 3: The forecast is predicting snow accumulations of 3 to 7 inches in a day.

In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1 and Tier 2 plus some of the other types of equipment as required and listed in Attachment A.

D. TIER 4: The forecast is predicting snow accumulations of 8 to 12 inches.

In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear, remove, and maintain several of the planned routes required to provide safe passage and emergency routes for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1, Tier 2, and Tier 3, plus any of the required types of equipment as listed in Attachment A. This tier may also include earth moving type equipment such as small and large loaders to remove and/or load snow onto trucks to remove snow from areas where there is limited space to push the accumulated snow off of the roads.

E. TIER 5: The forecast is predicting snow accumulations greater than 12 inches.

In addition to utilizing its own forces the County will also utilize the services of the Contractors selected through this Open Solicitation #1075028 to clear, remove, and maintain several of the planned routes required to maintain safe passage and emergency routes for first responders and the general public on County roads. Typical equipment that is used in this tier includes the same as Tiers 1, Tier 2, Tier 3, and Tier 4 plus any of the required types of equipment as listed in Attachment A. This tier may also include earth moving type equipment such as small and large loaders to remove and/or load snow onto trucks to remove snow from areas where there is limited space to push the accumulated snow off of the roads. Non-contract help may also be acquired through emergency procurements.

Note: For any Tier; the size of the equipment assigned to streets and roads in some urban areas of the County may be limited due to the narrow width of the streets. The County staff will assign the appropriate equipment to those areas.

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F. SEVERE STORMS REQUIRING DEBRIS REMOVAL IN COMPLIANCE WITH FEMA GUIDELINES.

During severe storms such as hurricanes, a state of emergency may be declared by the President, Governor, County Executive, and/or Chief Administrative Officer. When the extent of the storm appears to be of the magnitude eligible for reimbursement under the State or Federal Public Assistance Program, the FEMA guidelines for debris removal may be instituted by the Montgomery County Department of Transportation (MCDOT). The FEMA guidelines allow payment for time and material during the first seventy (70) hours of a declared disaster. After the first seventy (70) hours, a volumetric measurement and payment for hauled debris may be implemented by the County. The basis of measurement for payment is by the cubic yard. The rates for payment by cubic yard are listed on **page A 1**. Those rates will include all labor and equipment required to pick up, load, and haul the debris to the designated locations. When cubic yard measurements apply, MCDOT's monitor will determine the volume of the bed of the truck and the percent filled with either vegetative debris or shredded debris. A load ticket will be provided by the County for each load. This process may be applied during cleanup operations when it is considered a FEMA event. It is anticipated that contractors with multiple large trucks will be scheduled for this work.

ARTICLE II. CONTRACT TERM

The term of the Contract is from the date of signature by the Director, Office of Procurement through August 30, 2019. During this period the equipment under Contract to the County shall be available on an "as needed basis" seven (7) days a week, twenty-four (24) hours a day.

ARTICLE III. DESIGNATED CONTRACT ADMINISTRATOR

The designated Contract Administrator for this Contract for the Division of Highway Services is Melissa Garner, Chief, Support Services Section, Division of Highway Services, Department of Transportation, 100 Edison Park Drive, 4th Floor, Gaithersburg, MD 20878, (240) 777-7695. The Contract Administrator for any other Department using this Contract will be listed on the purchase order or amendment. Along with the duties and responsibilities outlined in Provision #6 – Contract Administration, of the General Conditions of Contract between County and Contractor, the Contract Administrator or Designee will be responsible for:

- (a) Instructing the Contractor of the details of the work required, including the labor and the equipment to be used.
- (b) Approving the Contractor's maintained record of time and equipment used for the job.
- (c) Inspecting all work performed and authorizing payment upon acceptance.

ARTICLE IV. NOTIFICATION AND ASSIGNMENT DISTRIBUTION

Upon execution of Contracts awarded under Open Solicitation #1075028 (the "Solicitation"), the County will compile a list of the Contractors, according to the available unit quantities of equipment and personnel that the applicant provided on Attachment A of the Contract. Any changes that the Contractor wishes to make to Attachment A must be accomplished by a Contract Amendment. Upon notification by the Contract Administrator or Designee for service, the Contractor must submit a list of the equipment and personnel that it will utilize for the requested project. With the submission the Contractor must provide a copy of each operator's current driver's license relevant to the classification of the equipment to be operated. The Contractor shall own, or be in possession of a signed lease agreement for all equipment necessary for performing the services the Contractor listed on the Rates Schedule (Attachment A), and submit evidence of such to the Contract Administrator.

ROAD EQUIPMENT SERVICES

A. EQUIPMENT INSPECTIONS:

Any Contractors offering equipment for winter storm operations will be required to have the snowplow and sanding/salting truck(s) inspected by the County on an annual basis. The County may limit the number of trucks for inspection. The inspections will be conducted at a designated location and time as established by the Contract Administrator. The County will notify the Contractor of the dates & times of the inspection. The County may request inspection of the non-snowplowing and non-sanding/salting equipment in advance of assignments or at the time of assignment. The Contractor shall only provide equipment in good working order. The County may request photographs of equipment in advance.

No Contractor will be allowed to participate in any winter storm operation until the Division of Highway Services has inspected and approved the Contractor's equipment and accessories as described above. The Contractor will be paid three (3) hours at the emergency rate, which includes the cost associated for mobilization, for the successful inspection of each piece of equipment and accessories that requires pre-inspection. If a Contractor's piece of equipment and/or accessory fails inspection the Contractor shall not be paid the above referenced three (3) hours. **The County will not pay or provide any compensation what so ever for the failing equipment and accessories.** Should the Contractor return with the equipment and accessories for a successful re-inspection, the Contractor will be paid one time for the three (3) hours emergency rate set for each piece of equipment and accessories approved. The Contractor shall not be paid for any failed inspections.

At the time of inspection, the contractor must have the following:

- All accessories (plow, spreader, etc) attached prior to arrival.
- Full tank of fuel.
- Valid vehicle registration card and assigned DOT# clearly visible on the exterior of the vehicle (if applicable).
- Documentation verifying a passing State DOT inspection within the previous calendar year (if applicable).
- Sufficient lights to provide a high degree of illumination for the operator.
- A flashing beacon or safety light assembly mounted on the vehicle in a highly visible location from all sides of the vehicle.
- A light mounted on the rear of the truck or sand/salt spreader which will illuminate the roadway where that material is being applied (if applicable).
- An "ADC" map book and a working cell phone, or other means of communication, to maintain contact with the County supervisor.
- A kit which contains basic tools and supplies to facilitate minor repairs that can be made on the road with minimal loss of operating time. Examples of what the kit should contain are, but not limited to; tape, spark plug for sanders, spark plug socket with ratchet, full gas can, fuses, flashlight, hammer, pliers, adjustable wrench, repair links for tire chains, etc.
- Tire Chains or equivalent (cables) as approved by the County in the event the County request chains for an event. Emergency rates for chains installed, begin when notified by the Contract Administrator or designee, to use them.
- A unit's classification and working rate shall be determined at the time of inspection for each snowplow and salting truck based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label and the unit's hauling capacity as determined by the County (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, **the state registration GVWR and** the unit's hauling capacity will be used as the rate determination factors). Therefore, it is imperative to have all accessories in place and a full tank of fuel at the time of inspection. **The County will load all single axle dump trucks, and may elect to load other applicable trucks, with salt during the inspection to determine rating capacity and pay rate.** All single axle dump trucks will be weighed on scales, prior to being loaded with salt, to establish the GVWR for the truck, including all accessories. After the initial weighing, the County will confirm the truck, including required accessories, does not exceed the Manufacturer's GVWR as listed on the Vehicle Certification Labeling, or the state registration GVWR (whichever

ROAD EQUIPMENT SERVICES

GVWR is less). Once confirmed, based on the weight difference of the previously weighed GVWR, including accessories, and the GVWR specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label, **or the state registration GVWR (whichever GVWR is less)**, the County will load the truck with an estimated loader bucket capacity of salt (Each loader bucket is estimated to hold three (3) tons). After loading, the truck will be weighed again to establish and ensure the maximum load capacity of the truck, with accessories and salt load included, does not exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) and Gross Axle Weight Rating (GAWR), **or the state registration GVWR (whichever GVWR is less)**, to obtain a higher pay rate. Upon determination of maximum loader bucket capacity of salt based on the manufacturer's GVWR, **or the state registration GVWR (whichever GVWR is less)**, the equipment classification and pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator. Once classified, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or accessory may be checked at any time while in service. If a V-Box is used, the V-Box shall be considered an incidental accessory of the truck and the pay rate shall be determined at the time of inspection based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label **and** the unit's hauling capacity as determined by the **County** (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, **the state registration GVWR and** the unit's hauling capacity will be used as the rate determination factors). Actual pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator, with no additional payment for the V-Box.

Based upon the County's needs and services as outlined herein to supplement the County work forces, the County will call Contractors from the list of executed Contracts, for the specific equipment that satisfy the needs of the event at that time. The selection(s) will be made on a rotating basis starting with the first contractor. The Contractor must send the Contract Administrator or Designee, a copy of each of the vehicle's operator's current driver's license for the classification of the piece of equipment to be operated; and the type, make, model, year and accessories of the equipment to be used. All drivers and operators must be experienced and skilled with the assigned equipment. Any reckless or suspect operating of equipment and the driver will be stopped and sent away at the County's sole discretion without any reimbursement for that work assignment.

The County will take into consideration the Contractor's location of its stored equipment when assigning work locations, but cannot guarantee any specific work area(s) or location(s). The requested work is considered County-wide. If a Contractor is unable to meet any of the County's needs for equipment and personnel services at the time of notification, the County will proceed through the list of executed contracts until all services requested by the County are met. The Contractor that cannot provide the requested equipment and personnel, when notified by the County, will lose its turn on the rotation. The Contractor can and will be dispatched to various locations within Montgomery County, as determined and instructed by the Contract Administrator or Designee. The County will make every effort to balance the distribution of work assignments.

***Note:** The Contractor is responsible for any damage to County and/or Public property by his/her equipment due to careless and/or negligent operation by the Contractor's personnel. The Contractor agrees to indemnify and hold harmless the County for such damage as specified in Paragraph 18, Indemnification of the General Conditions of Contract between County and Contractor.

****Note:** Montgomery County will use vehicles registered as farm trucks for snow removal **only** when a "State of Emergency" has been declared. At no time, other than a "State of Emergency", will farm trucks, regardless the state registration classification, will be allowed to operate for the County during snow removal events.

ARTICLE V. SCOPE OF WORK**A. MOBILIZATION FOR EMERGENCY SERVICE**

When the Contractor is contacted and asked to report immediately for snow events, the Contractor's truck and operator shall report to the specified location in working order and ready to perform operations within two hours of notification. The County will authorize a two (2) hour payment at the emergency rate for mobilization. Two hours will be added (backed up from the reporting time) for each piece of the Contractor's equipment when it reports to the location(s) assigned by the County. During this timeframe, the Contractor must acquire all required equipment, personnel, and materials including fuel to perform the work. The two (2) hours will include payment for the time required by the Contractor to prep and deliver the requested equipment. Upon arrival all Contractor personnel and equipment must be logged in at the designated report location by a County representative and must also provide a cellular phone number. At that time the County will approve the equipment and direct specific assignments. The Contractor's equipment will be activated and operated immediately onto the County roads at the emergency rates. The Contractor's equipment will stay on the emergency rates until the County determines that the emergency rates no longer apply and non-emergency conditions are present. After this time, the Contractor will be released from the project, or will enter into the non-emergency rates that apply for activities, such as post storm clean up, if requested by the County. At the end of operations, to ensure payment, all Contractor personnel and equipment must be logged out at the designated report location with a County representative and must provide all tickets and/or other documentation.

When the Contractor is contacted and asked to report at a pre-determined time beyond six (6) hours of the call, the Contractor's pay will begin at the pre-determined report time. Upon arrival all Contractor personnel and equipment must be logged in at the designated report location by a County representative and must also provide a cellular phone number. At that time the County will approve the equipment and direct specific assignments. When the Contractor is provided advance notice, and is at the assigned location, the stand-by rate (50% of the emergency rate pertaining to the equipment requested) will apply until the Contractor is actively engaged in the emergency work and operating the equipment on the County roads. At that time, the emergency rates will be fully activated at the County's direction until such time when the County determines that the emergency rates no longer apply and non-emergency conditions are present for activities such as clean up. Essentially, the County may schedule the Contractor(s) to be in place well in advance of a forecasted storm to be prepared to activate and operate the equipment if the storm accelerates and arrives early. In the event that the storm changes path, is downgraded, or misses the County or portions of the County; the Contractor(s) service may be reduced or cancelled at any time. At the end of operations, to ensure payment, all Contractor personnel and equipment must be logged out at the designated report location with a County representative and must provide all tickets and/or other documentation.

Please note that Contractor equipment may be required to operate 24 hours a day during emergency operations, at the discretion of the County. During extended emergency events the County may offer each Contractor down time when the County personnel are pulled off the roads for rest. During down periods for rest or other work stoppage, the Contractor rate will be 50% of the Emergency Rate for each piece of equipment pertaining to the event at hand during this period. The Contractor will be offered simple accommodations to rest at the County's facilities or they will be allowed to obtain shelter elsewhere (at the Contractor's expense) but must be available to re-start the work at the times designated by the County. If necessary, the County may allow the Contractor to continue working with relief drivers if County personnel are available to monitor the work. The Contractor will be responsible for providing relief drivers, and all relief drivers shall be employees of the Contractor.

ROAD EQUIPMENT SERVICES

If the Contractor's equipment breaks down during County service, the Contractor will have up to two (2) hours to repair or replace the equipment. Payment for up to two (2) hours of equipment down time will be made at the stand-by rate of 50% of the Emergency Rate. If the equipment is not repaired or replaced within two (2) hours the piece of equipment will be cut-off from the event. The County may have it replaced with another contractor.

Note: Depending upon the track of the storm some portions of the County may be in emergency pay status prior to other areas of the County and compensation will be made to the Contractor based on location and activities.

During an emergency event, if for any reason the Contractor's personnel and equipment cannot report to their assigned location(s) during the two-hour period, the Contractor must notify the County Representative of such time delay. The County, at its sole discretion, will have an option to replace that contractor if the delay is considered as unacceptable.

BECAUSE OF THE EMERGENCY SITUATION, THE FAILURE TO NOTIFY THE COUNTY REPRESENTATIVE OF A DELAYED ARRIVAL OR FAILURE TO SHOW UP AT AN ASSIGNED LOCATION WILL RESULT IN A PENALTY OF 100% OF THE OPERATING HOURLY RATE FOR EACH PIECE OF EQUIPMENT AND PERSONNEL THAT FAILS TO ARRIVE. ALTERNATIVELY, THE COUNTY RESERVES THE RIGHT TO COMPLETE THE WORK WITH COUNTY WORK FORCES, OR REPLACE THE CONTRACTOR WITH ANOTHER CONTRACTOR IMMEDIATELY, AND WITH NO NOTICE TO THE CONTRACTOR TO CURE ITS FAILURE TO PERFORM. THE PENALTY WILL BEGIN AT THE END OF THE TWO HOUR PERIOD AND WILL CONTINUE FOR EACH HOUR OR PORTION THEREOF UNTIL THE COUNTY IS ABLE TO REPLACE THAT CONTRACTOR. THE CONTRACTOR WILL ALSO FORFEIT THE TWO HOURS STANDBY RATE FOR THE MOBILIZATION. THE CONTRACTOR WILL BE BILLED FOR THESE CHARGES, OR THE PENALTY WILL BE DEDUCTED FROM ANY MONEY DUE TO THE CONTRACTOR FOR PREVIOUS WORK. FAILURE OF THE CONTRACTOR TO REPORT AND SHOW UP MAY ALSO RESULT WITH THE TERMINATION OF THE CONTRACT.

B. REQUIREMENTS FOR EMERGENCY SERVICE

All services supplied under the terms of this Contract must be in full conformity with all Federal, State of Maryland, and Montgomery County laws and regulations. The Contractor shall insure that all drivers have a valid license, valid DOT medical certificate, and are in compliance with all requirements associated with the operation of the equipment to be used under this contract.

Montgomery County Department of Transportation has installed Automatic Vehicle Location (AVL) systems to track the location of County trucks during winter storms. The AVL system will be a tool for the County Supervisors to track progress during winter storms. In addition to placing the AVL system on County vehicles, the County will also require the Contractor utilize the AVL System during winter storm operations. The system does not require the driver to interact with the onboard mobile device while the vehicle is in motion. The system has been tested by Montgomery County Department of Transportation equipment operators and was found to be in compliance with state and local jurisdiction laws concerning mobile device usage while operating a motor vehicle. Montgomery County does not provide mobile devices to contracted drivers. All contractors are responsible to equip contracted resources with eligible mobile devices with an active cellular data plan. Cellular usage cost is the sole responsibility of the contractor. Should the equipment operator fail to keep the AVL unit operable during the storm, the contractor will receive a warning. If this should happen a second time, the County reserves the right to remove the piece of equipment and replace it with another contracted piece of equipment. Failure to utilize the AVL System during

ROAD EQUIPMENT SERVICES

winter storm events may result in the termination of the contract. Additional information on the AVL System equipment requirements is listed below:

➤ **AVL System Requirements:**

- Compatible Devices: Apple iPhone, Apple iPad, Android Smartphone and Android Tablet
- All mobile devices must have the iOS 9+ or Android 5+ versions of the operating system installed on the device.
- All mobile devices must possess at least 200 Mbytes of disk space and 1Gbyte of random access memory (RAM) to operate a mobile application designated by Montgomery County Department of Transportation ("Mobile Application") for such purposes to include tracking and work assignment.
- All mobile devices must possess persistent cellular service with a data plan that has ample coverage throughout Montgomery County.
- All individuals / operators must use a mobile device mount or other means of safely displaying the mobile device "hands-free" throughout the period in which their time is billable to Montgomery County.
- All individuals / operators must have a car charger in their vehicle for their mobile device throughout the period in which their time is billable to Montgomery County.
- All individuals / operators who are assigned with mobile device must be uniquely identifiable and registered on Montgomery County AccessMCG Extranet and must provide valid contact information as part of the registration. Uniquely identifiable information must include driver's name and telephone number of the device assigned to the driver. The following is the link to AccessMCG Extranet: (<https://ex01.montgomerycountymd.gov/das/UI/Login?realm=MCGOVExtranet&goto=https%3A%2F%2Fex11.montgomerycountymd.gov%2Fextranetportal>)
- Operators of all mobile devices must agree to install "The Mobile Application".
- Operators of all mobile devices must agree to remain logged into "The Mobile Application" throughout the period in which their time is billable to Montgomery County.
- Operators of all mobile devices must agree to allow the device to share its location and enable location services throughout the period in which their time is billable to Montgomery County.
- Operators of all mobile devices must agree to allow "The Mobile Application" to access the device's camera and microphone.
- Operators of all mobile devices do understand they will be informed of their work assignment ("Assignment") via "The Mobile Application".
- Operators of all mobile devices do understand "The Mobile Application" will notify drivers of change in their status (e.g. Stand By, Full Activation, Released, etc.).
- It is incumbent on all operators to comply with all state and local municipality laws concerning the operation of mobile devices while operating a motor vehicle.

All equipment supplied must be in good working order. The County reserves the right to reject or terminate the use of any equipment that appears, in the sole discretion of the County, to be mechanically unsound, unsafe or is inadequate to perform the task assigned. This also applies to drivers and operators that perform in a reckless or questionable manner, as determined in the sole discretion of the County.

All equipment provided by the Contractor must be fully fueled when arriving at the assignment and work continuously until released by the County Representative. The Contractor shall be allowed one (1) hour of down time at the working rate for each twelve (12) hours worked for fueling, lubrication and to perform preventive maintenance which will be at the expense of the Contractor.

ROAD EQUIPMENT SERVICES

During emergency events when commercial gas facilities remain open, the contractor is responsible to refuel at its own cost at a location within ten (10) miles of its assignment. During severe events when commercial gas facilities are no longer operational, the **County may allow the Contractor to purchase fuel directly from the County (upon approval from the Contract Administrator or Designee) with the agreement that the cost of the fuel will be deducted from the Contractor's invoice at the current fuel rates established by the County. More than one hour to refuel may be deducted from the hours of work.**

Once equipment is in service for the County, the equipment must remain in service until released by the County. Any Contractor who prematurely discontinues service without the approval of the County representative, will be replaced by another Contractor, and shall be removed from the County's call list. The Contractor must provide the County with adequate justification for the discontinuation of service to be reinstated to the call list. Should the Contractor fail to provide an adequate and acceptable justification, the County, at its sole discretion, may pursue termination of the Contract.

The Contractor's operators must be proficient in operation of the type of equipment they are assigned. The County, at its sole discretion, reserves the right to terminate and request the replacement of any operator determined by the County to be insufficiently skilled, impaired, or operating in an unsafe manner. The Contractor must provide sufficient personnel to operate equipment around the clock while meeting the requirements of all applicable laws and regulations. The Contractor is responsible to coordinate the shift changes in such a manner that it does not interrupt emergency service operations unless directed by the County. Prior to any shift change, the Contractor must submit and receive the County's approval for all required submittals necessary to perform the work. ALL equipment, drivers, and operators must be in full compliance with Maryland State Laws. All drivers and operators must have in their possession a valid driver's license pertinent to the class of equipment he or she is operating. The Contractor must promptly inform the County of any equipment breakdowns. Any equipment that breaks down must be taken out of service and the Contractor will be given up to two (2) hours at the 50% down time rate to repair or replace it. After two (2) hours the equipment will be removed from pay status by the County. Any equipment that is in non-operational condition must be removed by the Contractor from service unless otherwise approved by the County.

When four (4) or more units of equipment are provided by a Contractor, all operators must have two (2) way communication abilities among themselves, mechanics, and supervisory personnel.

A Contractor must have a mechanic readily available with transportation to equipment sites. This will be incidental to the Contract and included in the payment for the assigned equipment at no additional cost to the County.

At the County's direction, the Contractor may be required to have supervisory personnel upon the County request and equipped with two way radios and cell phones for the field monitoring and operations of its equipment and personnel. The Contractor will be paid at the flat rate price as shown on Attachment A for each supervisor requested by the COUNTY. Upon reporting to the site, the Contractor must provide name(s) and cell phone number(s) of supervisor(s) to the County.

ROAD EQUIPMENT SERVICES

All Contractor supplied supervisors must be competent and capable of communicating in English and capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Contract Administrator or Designee or his/her authorized representatives. The supervisor shall have full authority to execute the order or directions of the Contract Administrator or Designee without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. If the County requested a supervisor to be on site, said supervisor shall be available at all times when the work is in progress. However, if the County **did not** request a supervisor to be **on site**, a supervisor must still be available by phone at all times to provide its operators with direction in response to County concerns. In the event a contractor supervisor is not requested to be **on site**, no compensation will be provided.

C. MOBILIZATION FOR SCHEDULED (NON-EMERGENCY) SERVICE

Upon notification from the County the Contractor will have forty-eight (48) hours to mobilize personnel and equipment and report to locations assigned by the County. There will be no additional compensation payable to the Contractor by the County for mobilization for work performed under non-emergency service status unless the equipment is transported by Tractor & Trailer to the designated reporting site, in that instance a one time delivery charge for Group 2 Equipment will be accessed.

For non-emergency service, the length of the service will be for a planned duration (days/weeks) as determined by the County. The County will advise the Contractor of assignment duration at the time of assignment.

Normally, non-emergency service will be for no more than a 10-hour/6 day a week operation. However, the County reserves the right to assign longer hours, including Sunday work, depending on the non-emergency service.

D. REQUIREMENTS FOR NON-EMERGENCY SERVICE

All services supplied under the terms of this Contract must be in full conformity with all Federal, State of Maryland and Montgomery County laws and regulations. The Contractor shall insure that all drivers have a valid license, valid DOT medical certificate, and are in compliance with all requirements associated with the operation of the equipment to be used under this contract.

All equipment supplied by the Contractor must be in good working order and equipped with the following:

- Valid vehicle registration card and assigned DOT# clearly visible on the exterior of the vehicle (if applicable).
- Documentation verifying a passing State DOT inspection within the previous calendar year (if applicable).
- Sufficient lights to provide a high degree of illumination for the operator.
- A flashing beacon or safety light assembly mounted on the vehicle in a highly visible location from all sides of the vehicle.
- A light mounted on the rear of the truck or sand/salt spreader which will illuminate the roadway where that material is being applied (if applicable).
- An "ADC" map book and working cell phone or other means of communication with the County supervisor.
- A kit which contains basic tools and supplies to facilitate minor repairs that can be made on the road with minimal loss of operating time. Examples of what the kit should contain are, but not limited to; tape, spark plug for sanders, spark plug socket with ratchet, full gas can, fuses, flashlight, hammer, pliers, adjustable wrench, repair links for tire chains, etc.

ROAD EQUIPMENT SERVICES

The County, at its sole discretion, reserves the right to reject or terminate the use of any equipment that appears to be mechanically unsound, unsafe or is inadequate to perform the task assigned.

The Contractor must provide its own fuel and lubricants and any other required maintenance as part of, and incidental to the specified unit Rate of Pay.

Once equipment is in service for the County, the equipment must remain in service until released by the County. Any Contractor who prematurely discontinues service without the approval of the County representative will be replaced by another Contractor, and shall be removed from the County's call list. The Contractor must provide the County with adequate justification for discontinued service to be reinstated to the call list. Should the Contractor fail to provide an adequate and acceptable justification, the County, at its sole discretion, may pursue termination of the Contract.

The Contractor's operators must be proficient in operation of the type of equipment they are assigned. At its sole discretion, the County reserves the right to terminate and request the replacement of any operator determined to be insufficiently skilled, impaired, or operating in an unsafe manner. Any equipment that is in non-operational condition must be removed from service by the Contractor unless otherwise approved by the County.

The Contractor must promptly inform the County of any equipment breakdowns. Any equipment that breaks down must be taken out of service. There will be no standby or travel time pay provided for equipment supplied under non-emergency service. If the County determines in its sole discretion that the equipment cannot be operated because of adverse weather conditions (rain out) on a scheduled work day, the Contractor will be paid a minimum non-emergency rate of three (3) hours, unless the County notifies the Contractor of the cancellation with two hours' notice prior to the scheduled reporting time.

ARTICLE VI. INVOICES

The Contractor must submit itemized statements within 7 days after services are provided. If the contractor continuously fails to submit invoices in a timely manner and in accordance with contract provisions; the County reserves the right not to assign any additional work to your firm; until all outstanding invoices are received, reviewed and paid. The invoices must be on company letterhead and contain such detailed information, as per (Attachment H), which is required by the Division of Highway Services to determine accuracy of the charges. The equipment and hours listed must match the County field reports. The County will pay the Contractor in accordance with the rates listed in Attachment A, for the services delivered by the Contractor under this Contract, within 30 days of receipt and County acceptance of an invoice submitted by Contractor. The Contractor's charges must not exceed the amount stated on the County's Purchase Order.

All invoices must contain the following attestation:

"I hereby certify this invoice correct for all work performed and services rendered and that payment as indicated is due".

This attestation must be signed and dated by the Contractor's contract manager.

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OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

All true and corrected invoices are to be sent to the Contract Administrator:

Department of Transportation

Division of Highway Services

100 Edison Park Drive, 4th Floor

Gaithersburg, MD 20878

Attn: Melissa Garner

Phone: 240-777-7695

Fax: 240-777-7671

Email: Melissa.Garner@montgomerycountymd.gov.

All copies of invoices and all inquiries regarding payment must be directed to the above address unless directed otherwise by the Contract Administrator or Designee. Failure to comply with this requirement may delay payment.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award.

ARTICLE VII. GENERAL CONDITIONS

The General Conditions of Contract Between the County and Contractor (General Conditions) are attached and incorporated herein as **ATTACHMENT B**.

ARTICLE VIII. INSURANCE

The Mandatory Insurance Requirements contained in **ATTACHMENT C** supersede those contained in paragraph 21 of **ATTACHMENT B**.

ARTICLE IX. MINORITY-OWNED BUSINESS ADDENDUM

The Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor are attached and incorporated herein as **ATTACHMENT E**.

ARTICLE X. MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR

The Minority, Female, Disabled Person Subcontractor Performance Plan are attached and incorporated herein as **ATTACHMENT F**.

ARTICLE XI. REQUIREMENTS FOR SERVICES CONTRACT

The Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor are attached and incorporated herein as **ATTACHMENT G**.

ARTICLE XII. PRIORITY OF DOCUMENTS

The following documents are attached hereto and incorporated herein by reference. The order of priority for purposes of resolving conflicts between the documents is:

- (1) Contract Document;**
- (2) Attachment B** – the County’s “General Conditions of Contract Between County and Contractor” and **Attachment C** – Mandatory Insurance Requirements;
- (3) Attachment D** – Minority Business Program & Offeror’s Representation;
- (4) Attachment E** – Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor, and **Attachment F** – Minority, Female, Disabled Person Subcontractor Performance Plan;
- (5) Attachment G** – Requirements for Services Contract Addendum to the General Conditions of Contract between County and Contractor
- (6) Attachment A** – Rates Schedule;
- (7) Attachment H** – Sample Invoice

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OPEN SOLICITATION #1075028

ROAD EQUIPMENT SERVICES

**Open Solicitation #1075028
for
Road Equipment Services**

VENDOR APPLICATION FORM

Montgomery County, Maryland through its Department of Transportation, for the Division of Highway Services, is seeking applications from Vendors (Contractors) to provide Road Equipment Services under Section 4.1.6 of the Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), and Section 11B.00.01 et seq., titled "Open Solicitation."

The requirements and rates for these services (if required by the County) are set forth in the attached Rates Schedule.

The correct legal business name of the applicant must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The applicant's signature must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an application or a contract is representation and certification by the person signing that the person signing is authorized to do so, on behalf of the applicant or contractor.

Please supply the following information:

Applicant's Correct Legal Business Name: _____
(Individual, Partnership, or Corporation) (Print or Type)

Business Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone No.: _____ Fax No.: _____

E-mail Address (**REQUIRED**): _____

Emergency Contact Person: _____

Emergency Contact Cell Phone No.: _____

Name and Title of Person Authorized to Sign Application
(type or print)

Signature of Person Authorized to Sign Application

Date

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

SUBMISSION DOCUMENTS

The following items must be submitted with your application:

1. Vendor Information Form (Pages 1 and 2).
2. A valid and conforming Certificate(s) of Insurance(s) meeting the requirements, as outlined in Attachment C.
3. Signature Page.
The signing of the application and the Pre-Approved Form Contract is a representation by the person signing, that the person signing is authorized to do so, on behalf of the Applicant/Contractor.
4. Minority Business Program & Offeror's Representation, page D 1 of Attachment D
5. Minority, Female, Disabled Person Subcontractor Performance Plan – pages F 1 to F 4
6. Wage Requirements Certification – pages G 3 to G 6
7. Rates Schedule, pages A-1 to A-24 (Attachment A)
8. Completed Vendor Application Form, pages 16 to 18. Attach all of the above listed mandatory submissions; sign contract; return to:

Department of Transportation
Division of Highway Services
100 Edison Park Drive, 4th Floor
Gaithersburg, Maryland 20878
Attn: Melissa Garner

NOTE: ALL CONTRACT DOCUMENTS AS LISTED ABOVE MUST INCLUDE THE EXACT BUSINESS OR TRADE NAME OF THE CONTRACTOR PRECISELY AS IT IS LISTED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION. THE NAME MUST ALSO MATCH THE NAME AS REGISTERED WITH MONTGOMERY COUNTY DEPARTMENT OF FINANCE. THIS ALSO INCLUDES THE NAME AS SHOWN ON THE CERTIFICATE OF INSURANCE.

YOUR APPLICATION WILL BE REJECTED IF THE BUSINESS NAME ON EACH OF THE REQUIRED DOCUMENTS SUBMITTED AND AS LISTED ABOVE DO NOT MATCH EXACTLY ON EACH DOCUMENT.

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

**Open Solicitation #1075028
for
Road Equipment Services**

SIGNATURE PAGE

This Contract which incorporates the Notice of Open Solicitation, the Vendor Information Form, the Vendor Application Form, and the Pre-Approved Form Contract, along with Attachments A, B, C, D, E, F, G, and H by reference, copies of which have been provided to the Contractor, is entered into this _____ day of _____, 201__ by and between _____ hereinafter referred to as “Contractor” and Montgomery County, Maryland. This Contract will become effective on the date of signature by the Director, Office of Procurement.

Part A: Contractor’s Signature

CONTRACTOR

Part B: County Acceptance

MONTGOMERY COUNTY, MARYLAND

Typed Correct Legal Business Name

Director
Cherri Branson
Office of Procurement

Name of Person Authorized to Sign Contract

Title of Person Authorized to Sign Contract

Date

Signature

Date

RECOMMENDATION

Richard C. Dorsey, Jr., Chief
Division of Highway Services
Department of Transportation

Date

THIS FORM HAS BEEN PRE-APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

ATTACHMENT A

RATES SCHEDULE

RATES FOR DEBRIS REMOVAL DURING SEVERE STORMS AS APPLICABLE TO THE FEMA GUIDELINES:

<u>DESCRIPTION</u>	<u>RATE OF PAY PER CUBIC YARD¹</u>
Hauling vegetative and shredded debris by volume: up to 15 miles, one way	<u>\$16.00¹</u>
Hauling vegetative and shredded debris by volume: 15.1 to 30 miles, one way	<u>\$18.00¹</u>
Hauling vegetative and shredded debris by volume: 30.1 to 60 miles, one way	<u>\$20.00¹</u>

¹**NOTE:** The rates per cubic yard above include the truck and truck driver; track, rubber tire, or skid steer loader and operator; and a laborer.

OPTIONAL PROMPT PAYMENT DISCOUNT

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered.

Optional prompt payment Terms: _____% Net _____ Days (please insert, if any).

The Applicant must complete and submit this Attachment for all of the services the Applicant wishes to perform and be considered for by the County. To advise the County of the services the Applicant wishes to be considered, provide the number of available units for all Types of Equipment that you are capable of supplying under the Contract.

GROUP 1 EQUIPMENT

1.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 1 EQUIPMENT.

- (a) V-Boxes for the application of salt are allowed for use. If a V-Box is used, the V-Box shall be considered an incidental accessory of the truck and the pay rate shall be determined at the time of inspection based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label **and** the unit's hauling capacity as determined by the **County** (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, **the state registration GVWR and** the unit's hauling capacity will be used as the rate determination factors). Actual pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator, with no additional payment for the V-Box.
- (b) Down Time or Stand-by rate will be equal to 50% of the working rate as computed in the Rates Schedule.
- (c) A unit's classification and working rate shall be determined at the time of inspection for each snowplow and salting truck based on the Gross Vehicle Weight Rating (GVWR) specified on the manufacturer's load carrying capacity as listed on the Vehicle Certification Label **and** the unit's hauling capacity as determined by the **County** (NOTE: Should the vehicle's state registration GVWR be less than the manufacturer's GVWR, **the state registration GVWR and** the unit's hauling capacity will be used as the rate determination factors). The equipment classification and pay rate will be applied to the closest pay rate listed in the rates schedule and approved by the Contract Administrator. Once classified, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or accessory may be checked at any time while in service.
- (d) **Working Rate** is the Rate of Pay applied to the type of equipment, personnel, and accessories specified for use during the assignment. Attention must be given to the units of measurement (per each, per hour, per day, etc.) for each item.
- (e) **All** Trucks used for Snow Removal must be equipped with a snowplow a minimum of ten feet (10') in length and a minimum of thirty-six inches (36") in height. Only exception is Light Stake Body/Landscape Trucks and 4 x 4 Pickup/Light Dump Trucks must be equipped with an eight foot long, 32" high minimum snowplow; and a 3 cubic yard v-box sander or larger.
- (f) When approved by the Contract Administrator, various size wing blades may be utilized at a \$30.00 Rate of Pay Per Hour. This rate of payment per hour includes payment for the additional operator provided one is required.
- (g) The County will require the Contractor utilize the AVL System during winter storm operations. Should the equipment operator fail to keep the AVL unit operable during the storm, the contractor will receive a warning. If this should happen a second time, the County reserves the right to remove the piece of equipment and replace it with another contracted piece of equipment. Failure to utilize the AVL System during winter storm events may result in the termination of the contract. Additional information on the AVL System can be found in the contract in Article V, SCOPE OF WORK, Section B REQUIREMENTS FOR EMERGENCY SERVICES.

1.00.02 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 1 ANTI-ICING EQUIPMENT.

- (a) The Contractor is advised that the Liquid Applicator Truck is a specialized piece of equipment that may or may not be used in every location in Montgomery County or prior to every storm. The Contractor is assigned to a staff member of the Division of Highway prior to installing the equipment and loading the material on their truck.
- (b) The Liquid Applicator Truck for Anti-icing Operations with Contractor Supplied Equipment will work under the direction of Division of Highway Services staff. This anti-icing operation will normally occur prior to the start of a winter storm. The liquid applicator truck may perform operations, at the discretion of the Division of Highway Services staff, during winter storms. The liquid applicator truck will pre-treat roads and bridges with salt brine. The truck, equipped with a ground speed controller, shall be capable of applying 30 gallons to 80 gallons of liquid chemical per lane mile and be capable of applying material to 1 lane and up to 3 lanes simultaneously. The truck shall be capable of performing this operation with a continuous flow of product at travel speeds of 25miles per hour to 45 miles per hour. The truck must be equipped with a cellular phone.
- (c) The liquid tank must go through a thorough cleaning prior to reporting to Division of Highway Services staff for the purpose of assuring that salt brine is not contaminated by foreign material. The liquid deicing material shall be supplied by the County.

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OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT

1.01 TANDEM/TRI-AXLE DUMP TRUCK WITH OPERATOR: rated from 40,001 lbs. GVWR to 70,000 lbs. GVWR and capable of carrying Four and One Half to Six (4 ½ to 6) Loader Buckets (Note: A Loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.01.01	Working rate for Snow Removal with sand/salt spreader and snowplow	_____	\$184.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.01.02	Working Rate for Wind and Rain Storms	_____	\$115.50	\$105.00
1.01.03	Working Rate for all Non-Emergency Work as determined by the County	_____	N/A	\$105.00
1.01.04	Additional payment for leaf collection container 14 to 22 cubic yards	_____	N/A	\$16.00
1.01.05	Additional payment for leaf collection container 23 cubic yards plus		N/A	\$21.00

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ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)

1.02 SINGLE REAR AXLE DUMP TRUCK WITH OPERATOR: rated at 33,001 lbs GVRW to 40,000 lbs. GVWR and capable of carrying Two and One Half to Three (2 ½ to 3) Loader Buckets of salt (Note: A Loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.02.01	Working rate for Snow Removal with sand/salt spreader and snowplow		\$168.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.02.02	Working Rate for Wind and Rain Storms		\$94.50	\$84.00
1.02.03	Working Rate for all Non-Emergency Work as determined by the County		N/A	\$84.00
1.02.04	Working Rate with leaf collection container 14 to 22 cubic yards		N/A	\$21.00
1.02.05	Working Rate with leaf collection container 23 cubic yards plus		N/A	\$31.50

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ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)

1.03 SINGLE REAR AXLE DUMP TRUCK WITH OPERATOR: rated at 26,001 lbs. GVWR to 33,000 lbs. GVWR and capable of carrying Two to Two and One Half (2 to 2 ½) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.03.01	Working rate for Snow Removal with sand/salt spreader and snowplow		\$155.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.03.02	Working Rate for Wind and Rain Storms		\$90.00	\$68.50
1.03.03	Working Rate for all Non-Emergency - Work as determined by the County		N/A	\$68.50

1.04 SINGLE REAR AXLE DUMP TRUCK & HEAVY LANDSCAPE TRUCK WITH OPERATOR: rated at 18,001 lbs. GVWR to 26,000 lbs. GVWR and capable of carrying One and One Half to Two (1 ½ to 2) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.04.01	Working rate for Snow Removal with sand/salt spreader and snowplow		\$145.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.04.02	Working Rate for Wind and Rain Storms		\$90.00	\$68.50
1.04.03	Working Rate for all Non-Emergency - Work as determined by the County		N/A	\$68.50

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)

1.05 LIGHT DUMP TRUCK & LANDSCAPE TRUCK WITH OPERATOR: rated less than or equal to 18,000 lbs. GVWR and capable of carrying One to One and One Half (1 to 1 ½) Loader Buckets of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.05.01	Working rate for Snow Removal with sand/salt spreader and snowplow		\$135.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.05.02	Working Rate for Wind and Rain Storms		\$84.50	\$63.00
1.05.03	Working Rate		\$79.00	\$63.00

1.06 HEAVY DUTY PICK UP TRUCK WITH OPERATOR: capable of carrying One Half to One (1) Loader Bucket of salt (Note: A loader Bucket of salt weighs approximately 3 tons).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.06.01	Working rate for Snow Removal with sand/salt spreader and snowplow		\$105.00	N/A
	- Additional payment for chain use (when directed by the County)		\$10.00	N/A
1.06.02	Working Rate for Wind and Rain Storms		\$79.00	\$52.50
1.06.03	Working Rate		\$70.00	\$52.50

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)**1.07 ANTI-ICING SERVICE: LIQUID APPLICATOR TRUCK WITH OPERATOR: 1,500**
Gallons to 2,999 Gallons capacity.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
1.07.01	Working rate		N/A	\$162.50

1.08 ANTI-ICING SERVICE – LIQUID APPLICATOR TRUCK WITH OPERATOR: 3,000
Gallons to 4,500 Gallons capacity.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
1.08.01	Working rate		N/A	\$273.00

1.09 ANTI-ICING SERVICE – TANK TRUCK FOR RE-SUPPLY OF SALT BRINE: 1,500
Gallons to 2,999 Gallons capacity.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
1.09.01	Working rate		N/A	\$73.50

1.10 ANTI-ICING SERVICE – TANK TRUCK FOR RE-SUPPLY OF SALT BRINE: 3,000
Gallons to 4,500 Gallons capacity.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
1.10.01	Working rate		N/A	\$142.00

1.11 ANTI-ICING SERVICE: ANTI-ICING CHASER TRUCK: 4-Wheel Drive Vehicle with Fix
Mounted Emergency Amber Flashing Beacon Light or Fix Mounted Amber Flashing Light Bar,
Signs, and Operator.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
1.11.01	Working rate		N/A	\$73.50

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)**1.12 MINI-HOE OR SKID STEER (BOBCAT® TYPE) LOADER WITH OPERATOR.**

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.12.01	Working rate with Bucket or Backhoe		\$105.00	\$94.50
	- Additional payment for chain use (when directed by the County)		\$15.00	N/A
1.12.02	Working rate with Grapple		\$115.00	\$115.00
1.12.03	Working rate with Push Frame and Small Articulating Snowplow Six (6') to Eight feet (8') in length		\$115.00	N/A
1.12.04	Working rate with Push Frame and Large Articulating Snowplow Longer than Eight feet (8') in length		\$135.00	N/A
1.12.05	Working rate with Power Broom		\$115.00	\$21.00
1.12.06	Working rate with Thirty-Six Inch (36") to Forty Inch (40") Pavement Miller		N/A	\$130.00

1.12 RUGGED OR ALL TERRAIN VEHICLE WITH OPERATOR

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.12.01	Working rate		\$90.00	\$80.00
1.12.03	Working rate for Snow Removal with sand/salt spreader and snowplow		\$115.00	N/A

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)**1.13 TRACTOR WITH OPERATOR:** rated from 50 horsepower to 99 horsepower.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.13.01	Working rate		\$126.00	\$110.50
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A
1.13.02	Working rate with Snow Blower		\$156.00	N/A
1.13.03	Working rate with Grapple		\$141.00	\$141.00
1.13.04	Working rate with Push Frame and Small Articulating Snowplow Six (6') to Eight feet (8') in length		\$136.00	N/A
1.13.05	Working rate with Push Frame and Large Articulating Snowplow Longer than Eight feet (8') in length		\$156.00	N/A

1.14 TRACTOR WITH OPERATOR: rated from 100 horsepower to 200 horsepower.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.14.01	Working rate		\$178.00	\$163.00
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A
1.14.02	Working rate with Snow Blower and/or spreader		\$208.50	N/A
1.14.03	Working rate with Grapple		\$193.50	\$193.50
1.14.04	Working rate with Push Frame and Small Articulating Snowplow Six (6') to Eight feet (8') in length		\$188.50	N/A
1.14.05	Working rate with Push Frame and Large Articulating Snowplow Longer than Eight feet (8') in length		\$208.50	N/A

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)**1.15 GRADALL® OR APPROVED EQUAL EXCAVATOR WITH OPERATOR.**

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.15.01	Working rate with Bucket		\$184.00	\$157.50
	- Additional payment for chain use (when directed by the County)		\$25.00	\$25.00

1.16 LOG TRUCK WITH OPERATOR: Bed length – Fourteen Feet (14’).

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.16.01	Working rate		\$105.00	\$84.00
1.16.02	Working rate with self-loading grapple		\$136.50	\$94.00

1.17 BUCKET TRUCK WITH OPERATOR: must have a minimum Forty-five Foot (45’) (or higher) work height.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.17.01	Working rate		\$115.00	\$84.00

1.18 NINE INCH (9”) CAPACITY WOOD CHIPPER: with auto feed.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.18.01	Working rate with Bucket		\$42.00	\$31.50

ROAD EQUIPMENT SERVICES

GROUP 1 EQUIPMENT (continued)**1.19 TWELVE INCH (12") CAPACITY WOOD CHIPPER:** with auto feed

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.19.01	Working rate	_____	\$63.00	\$48.00

1.20 SIXTEEN INCH (16") CAPACITY WOOD CHIPPER: with auto feed.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.20.01	Working rate	_____	\$84.00	\$63.00

1.21 LEAF VACUUM WITH CONTAINER: Old Dominion Brush Co. (ODB) Model LCT 600, 80 horsepower; Tarrant Windy 100, 80 horsepower; or approved equal.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.21.01	Working rate	_____	N/A	\$48.00

1.22 TRUCK TRACTOR WITH WALKING FLOOR TRAILER AND OPERATOR.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
1.22.01	Working rate	_____	\$126.00	\$115.50

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OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT

2.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 2 EQUIPMENT

- (a) Equipment includes Setup and Removal
- (b) Down Time or Stand-by rate will be equal to 50% of the working rate as computed above.
- (d) The one-time delivery charge for Group 2 Equipment is applicable only when equipment/operator is transported by Tractor & Trailer to designated reporting site and is inclusive of operator mobilization cost.
- (e) **Working Rate** is the Rate of Pay applied to the type of equipment, personnel, and accessories specified for use during the assignment. Attention must be given to the units of measurement (per each, per hour, per day, etc.) for each item.

2.01 BACKHOE LOADER WITH OPERATOR: equipped with a 1.5 Cubic Yard to a 2.74 Cubic Yard Bucket.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.01.01	Working rate		\$136.50	\$111.00
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A
2.01.02	Working rate with Push Frame and Large Articulating Snowplow eight feet (8') or longer in length		\$166.50	N/A

2.02 BACKHOE LOADER WITH OPERATOR: equipped with a 2.75 Cubic to 5.00 Cubic Yard Bucket.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.02.01	Working rate		\$195.00	\$136.50
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A
2.02.02	Working rate with Push Frame and Large Articulating Snowplow eight feet (8') or longer in length		\$225.00	N/A

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT (continued)

2.03 RUBBER TIRE LOADER WITH OPERATOR: equipped with a Bucket 5.00 Cubic Yards or Larger.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.03.01	Working rate		\$283.50	\$216.00
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A
2.03.02	Working rate with Push Frame and Large Articulating Snowplow eight feet (8') or longer in length		\$313.50	N/A

2.04 LARGE ROADWAY SNOW BLOWER WITH OPERATOR: equipped with an intake width of Ten Feet (10') or wider.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.04.01	Working rate		\$367.50	N/A

2.05 MOTOR GRADER WITH OPERATOR: – equipped with a blade Nine Feet (9') in width or wider.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.05.01	Working rate		\$220.50	\$153.00
	- Additional payment for chain use (when directed by the County)		\$25.00	N/A

2.06 TRACK BACK HOE EXCAVATOR WITH OPERATOR: rated at 200 horsepower or more; Rate of Pay Per Hour includes Track Back Hoe equipped with Bucket, Grapple, or Cutting Shears.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.06.01	Working rate		\$205.00	\$163.00

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT (continued)

2.07 TRACK LOADER WITH OPERATOR: equipped with a Two (2) Cubic Yard or larger Bucket.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.07.01	Working rate	<hr/>	<hr/> \$189.00	<hr/> \$121.00

2.08 BULLDOZER WITH OPERATOR: Caterpillar® D4 type or approved equal.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.08.01	Working rate	<hr/>	<hr/> \$142.00	<hr/> \$100.00

2.09 BULLDOZER WITH OPERATOR: minimum size – Caterpillar® D6 type or approved equal; may be substituted with a larger unit.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.09.01	Working rate	<hr/>	<hr/> \$220.50	<hr/> \$142.00

2.10 TUB GRINDER WITH OPERATOR: equipped with a tub from Ten Feet (10') to Eleven Feet (11') in diameter.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.10.01	Working rate	<hr/>	<hr/> \$289.00	<hr/> \$210.00

2.11 TUB GRINDER WITH OPERATOR: equipped with a tub Twelve Feet (12') in diameter.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.11.01	Working rate	<hr/>	<hr/> \$394.00	<hr/> \$315.00

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT (continued)

2.12 HORIZONTAL WOOD GRINDER WITH OPERATOR: rated from 600 horsepower to 1,000 horsepower.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.12.01	Working rate		\$405.00	\$325.50

2.13 HORIZONTAL WOOD GRINDER WITH OPERATOR: rated at 1,001 or more horsepower.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.13.01	Working rate		\$447.00	\$167.50

2.14 REPLACEMENT GRINDER TEETH

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.14.01	Working rate		\$20.00	\$20.00

2.15 SELF-PROPELLED ROADWAY AGGREGATE CHIP SPREADER WITH OPERATOR: equipped with a spread hopper Twelve Feet (12') in width or wider.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.15.01	Working rate		N/A	\$195.00

2.16 STATIC STEEL WHEEL ROLLER (NON-VIBRATING) WITH OPERATOR: rated at five (5) to seven (7) tons in weight.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.16.01	Working rate		N/A	\$73.50

OPEN SOLICITATION #1075028

ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT (continued)

2.17 PNEUMATIC (RUBBER TIRE) ROLLER WITH OPERATOR: rated at nine (9) to fifteen (15) tons in weight.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.17.01	Working rate	_____	N/A	\$73.50

2.18 COMBINATION FLUSHER/VACUUM TRUCK WITH OPERATOR: equipped with self-contained tank.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.18.01	Working rate	_____	\$262.50	\$237.00

2.19 WATER TRUCK AND OPERATOR: equipped with four thousand (4,000) gallon, or larger, water tank and a full load of water.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.19.01	Working rate	_____	\$184.00	\$157.50

2.20 ROADWAY MILLING MACHINE INCLUDING OPERATOR(S) AND WATER: ROADTEC RX-50® milling machine or approved equal.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.20.01	Daily rate	_____	N/A	\$5,500.00 ²

2.21 TRACTOR AND OPERATOR: equipped with rear mounted mower and boom mounted side mower.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.21.01	Daily rate	_____	N/A	\$600.00 ²

²NOTE: Rate shown is for an eight (8) hour Day. The County will prorate charges otherwise

GROUP 2 EQUIPMENT (continued)

2.22 ZERO TURN MOWER, TRAILER AND OPERATOR: equipped with a forty-eight inch (48") or larger mowing deck.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.22.01	Daily rate	_____	N/A	\$365.00 ²

2.23 SELF-PROPELLED WALK BEHIND MOWER, TRAILER AND OPERATOR: equipped with a thirty-six inch (36") or larger mowing deck.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.23.01	Daily rate	_____	N/A	\$272.00 ²

2.24 AIRPORT SIZE SNOW BLOWER: capable of moving Four Thousand (4,000) tons of snow per hour.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
2.24.01	Working rate	_____	\$892.50	N/A

2.25 MOTORIZED ASPHALT CURB MACHINE.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.25.01	Daily Rate	_____	N/A	\$367.50 ²

2.26 TRACKED ASPHALT MIX PAVER: equipped with a variable width screed adjustable from Eight Feet (8') to Sixteen Feet (16') in Width.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER DAY ²	
			EMERGENCY	NON-EMERGENCY
2.26.01	Daily Rate	_____	N/A	\$1,260.00 ²

²NOTE: Rate shown is for an eight (8) hour Day. The County will prorate charges otherwise

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

GROUP 2 EQUIPMENT (continued)

2.27 ONE TIME DELIVERY CHARGE FOR GROUP 2 EQUIPMENT.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER EACH	
			EMERGENCY	NON- EMERGENCY
2.27.01	Per Each – One Time		\$367.50 ³	\$210.00 ³

³**NOTE:** There will be no additional compensation payable to the Contractor by the County for mobilization for work performed under non-emergency service status unless the equipment is transported by Tractor & Trailer to the designated reporting site, in that instance a one-time delivery charge for Group 2 Equipment will be accessed.

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GROUP 3 EQUIPMENT**3.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 3 EQUIPMENT.**

- (a) Down Time or Stand-by rate will be equal to 50% of the working rate as computed in the Rates Schedule.
- (b) **Working Rate** is the Rate of Pay applied to the type of equipment, personnel, and accessories specified for use during the assignment. Attention must be given to the units of measurement (per each, per hour, per day, etc.) for each item.

3.01 SUPERVISOR/DISPATCHER: equipped with Two-Way Radio and Cellular Telephone.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
3.01.01	Working rate	_____	\$79.00	\$68.50

3.02 LABOR

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
3.02.01	Working rate	_____	\$37.00	\$26.50
3.02.02	Working rate with Chain Saw (as requested by the County)	_____	\$42.00	\$31.50
3.02.03	Working rate with walk behind snow blower and/or sand/salt spreader	_____	\$45.00	N/A

3.03 TRAFFIC CONTROL CREW: minimum Four (4) Person Crew, equipped with Signs, Stop & Go Paddles, Flags, Safety Vests and Portable Radios; All Flaggers Must be MSHA and/or ATSSA Certified.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON-EMERGENCY
3.03.01	Working rate	_____	\$147.00	\$126.00

NOTE: All traffic flaggers must be Maryland State Highway Administration (MSHA) certified, or American Traffic Safety Services Association (ATSSA) certified. Proof of certifications must be submitted when services are requested by the County.

GROUP 3 EQUIPMENT**3.04 DUMP TRUCK OR STAKE BODY TRUCK WITH ARROW BOARD FOR
MAINTENANCE OF TRAFFIC**

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
3.04.01	Working rate	_____	\$125.00	\$105.00

**3.05 FOUR-WHEEL DRIVE PICKUP TRUCK WITH ARROW BOARD FOR
MAINTENANCE OF TRAFFIC**

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER HOUR	
			EMERGENCY	NON- EMERGENCY
3.05.01	Working rate	_____	\$65.00	\$50.00

GROUP 4 EQUIPMENT**4.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 4 EQUIPMENT.**

- (a) The attention of the Contractor is directed to the presence of water, sewer, gas, electrical, telecommunication, and television, facilities, poles, cables, conduits, ducts, mains, and house service connections in, over, under or adjacent to the streets or highways in which the construction work is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to utility company facilities as described in the preceding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the work limits of this Contract. It shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas where conflicts with utility installations are possible.

All utilities shall remain in service during the construction of this Task/Job Order unless written authorization of interruption of service is received from the respective utility Owner and the interruption is approved by the Contract Administrator or Designee.

- (b) The Contractor shall locate all existing utilities and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations or negligence of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition to the complete satisfaction of the affected Utility Agency. The Contractor will be completely responsible for all expenses associated with repairs or replacements to these facilities at no additional expense to the County or the owner of the utility. In the event that the respective Utility Agency conducts these repairs, the Contractor will be entirely responsible to furnish the Utility with full payment for the work performed including all costs associated with any service disruptions.
- (c) Contractor must furnish all labor, material, and equipment necessary to perform the stump removal and the complete restoration of the right-of-way.
- (d) Tree stumps shall be removed by using a self-propelled mechanical grinder. Grind the stump and any exposed root system to a minimum depth of eight inches (8") below finished grade. Remove and dispose offsite all wood debris and stump grindings. Within 48 hours after grinding, backfill the stump hole and tree root slots with furnished topsoil including seed mulch and fertilizer to the finished grade. Compact backfill as directed by the Contract Administrator or Designee.
- (e) All exposed surface roots extending from the stump must to be removed. When ready for inspection and payment there shall be no exposed roots visible.
- (f) Stump chips are to be removed from the site and disposed of at the Contractor's expense. The Contractor will not be permitted to leave chip piles on the site overnight. Sufficient chips may be left in the excavated area to maintain a level grade until the backfilling operation is complete. Unless otherwise directed by the Contract Administrator or designee, all excavated areas must be backfilled graded and seeded within 48 hours of excavation. Any excavations left overnight must be barricaded to prevent access to the work area and the Contractor has the responsibility of posting appropriate warning signs.

4.00.01 REQUIREMENTS AND SPECIFICATIONS FOR GROUP 4 EQUIPMENT.
(continued)

- (g) Any open, excavated holes will be properly barricaded whenever the Contractor is not on the site so as to prevent accidental entry by the public.
- (h) The excavated area is to be filled with certified screened topsoil and free of debris, chips, or stones larger than one-half (1/2) inch diameter. The backfill topsoil is to be lightly tamped for compaction with a crown slope of one-half (1/2) inch per foot left to allow for settlement. All wood chips must be removed from the excavation prior to backfilling with topsoil.
- (i) The finished grade will be raked, fertilized and seeded in accordance with professional trade practices. Fertilizer will be a 10-6-4 formulation applied at a rate of 1/2 lb. fertilizer per 50 square feet of excavated area. Seed shall be a lawn mixture of 40% Kentucky Bluegrass, 40% Fescue, and 20% Annual/Perennial Ryegrass (or equivalent mix) applied at a rate of 1/2 lb. seed mix per 50 square feet excavated area. The seeded area is to be mulched with straw or other suitable material.
- (j) Any damage done by the Contractor to lead walks, slate or flagstone, sprinkler systems or other improvements, on either private property or the public right-of-way, will be the Contractor's responsibility to repair or replace.
- (k) It will be the Contractor's responsibility to contact residents prior to stump removal to request relocation of parked autos or other items which may be damaged as a result of stump removal activities.
- (l) Should the Contractor be unable to grind a stump, the Contract Administrator or Designee is to be notified immediately. The Contract Administrator or Designee, at his/her discretion, may assign an alternate site. Any non-assigned work must receive prior approval by the Contract Administrator or Designee.
- (m) The tree size (in inches) will be determined by measuring the circumference of the tree six inches (6") above the ground line. This measurement is to be divided by 3.1416 to determine the diameter of the stump. Stumps greater than 60" will be prorated at the rate for the 36" to 60" Diameter Stumps.
- (n) The payment per each stump shall be full compensation for furnishing the appropriate size stump grinder, removal and disposal off-site or all wood debris and stump grindings, grinding of the exposed root system; the furnishing, placement and compaction of all topsoil; the furnishing and placement/application of all seed, fertilizer, and mulch; and for all labor, material, equipment, tools and incidentals necessary to complete the work.
- (o) Tree Stump removal by excavation shall not be permitted.

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GROUP 4 EQUIPMENT

- 4.01 STUMP GRINDING:** use of a 35 horsepower to 65 horsepower Stump Grinder required. Payment will be made for each stump satisfactorily removed. Measurement for payment shall be as specified in Section 4.00.13 of the Requirements and Specifications for Group 4 Equipment.

ITEM NO.	ITEM DESCRIPTION	AVAILABLE UNITS	RATE OF PAY PER EACH STUMP	
			EMERGENCY	NON-EMERGENCY
4.01.01	Removal of six inch (6") to seventeen inch (17") Diameter Stump		N/A	\$336.00
4.01.02	Removal of eighteen inch (18") to thirty-five inch (35") Diameter Stump		N/A	\$472.50
4.01.03	Removal of eighteen inch (36") to thirty-five inch (60") Diameter Stump		N/A	\$625.00

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

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

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the 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.

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

ROAD EQUIPMENT SERVICES

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.

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.

ROAD EQUIPMENT SERVICES

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.

ROAD EQUIPMENT SERVICES

13. GUARANTEE

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

ROAD EQUIPMENT SERVICES

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.

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OPEN SOLICITATION #1075028

ROAD EQUIPMENT SERVICES

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability 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
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

OPEN SOLICITATION #1075028

ROAD EQUIPMENT SERVICES

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

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

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

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. NON-CONVICTION OF BRIBERY

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

24. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

OPEN SOLICITATION #1075028
ROAD EQUIPMENT SERVICES

25. 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. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

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

26. 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.

27. 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.

28. 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).

ROAD EQUIPMENT SERVICES

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.

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ATTACHMENT C

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Road Equipment Services - Supplement County's Workforce During Emergency and Non-Emergency Conditions - Snow Removal, Road Pre-Treatment, Emergency Storm Debris Removal, Tree Work

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the *minimum* following 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 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. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this agreement, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this contract/agreement.

Commercial General Liability

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

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

Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

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***

Additional Insured

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

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
DOT / HwySvs / Melissa Garner
100 Edison Park Drive, 4th floor
Gaithersburg, MD 20878

ATTACHMENT D

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

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

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

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

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

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

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

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

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

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

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

ATTACHMENT E

**MINORITY-OWNED BUSINESS ADDENDUM TO GENERAL CONDITIONS
OF CONTRACT BETWEEN COUNTY AND CONTRACTOR**

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

ATTACHMENT F

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

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

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

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

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

OPEN SOLICITATION #1075028

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

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

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

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

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

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

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

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

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

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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

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

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

Full Waiver Approved:	Partial Waiver Approved:
_____ Date: _____	_____ Date: _____
MFD Program Officer	MFD Program Officer
Full Waiver Approved:	Partial Waiver Approved:
_____ Date: _____	_____ Date: _____
Director Cherri Branson Office of Procurement	Director Cherri Branson Office of Procurement

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

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

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

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement, of any proposed change to the Subcontractor Performance Plan.



**Montgomery County
Office of Business
Relations and Compliance**

MFD Report of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: _____

READ CAREFULLY BEFORE SIGNING

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

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE \$ _____

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

Comments: _____

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

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() -- () -
TELEPHONE FAX E-MAIL

Return by: Email – MFD@montgomerycountymd.gov FAX – 240-777-9952

For assistance, contact the MFD Office at 240-777-9912

ATTACHMENT G

REQUIREMENTS FOR SERVICES CONTRACT ADDENDUM TO THE GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor’s or subcontractor’s violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may by civil action against the violating Contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page:
<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>

- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14th day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

Wage Requirements Law Certification

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

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

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

Contact Name _____ Title _____
 Phone Number _____ Fax Number _____
 E-mail Address _____

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", must comply with the requirements under Montgomery County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or "WRL"). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor's compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee's name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html> . The above must be submitted to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to WRL@montgomerycountymd.gov),

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

B. Exemption Status (if applicable)

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

1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) **(must complete item C below)**.
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) **(must specify the law, or furnish a copy of the contract or grant)**.

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the Solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, and must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

1. is aware of, and will comply with, the WRL, as applicable;
2. has no employee other than the sole proprietor; and
3. will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

Contractor Certification

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

Authorized Signature

Title of Authorized Person

Typed or Printed Name

Date

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____ E-Mail _____

Please provide below the employee labor category of each employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category. This information is collected for statistical reporting purposes only.

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Name of Contractor: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number: _____

Bill To:

Montgomery County Department of Transportation
 Division of Highway services, Support Services Section
 100 Edison Park Dr., 4th Floor
 Gaithersburg, MD 20878

INVOICE

Date: _____
 Invoice No.: _____
 Terms: _____
 Due Date: _____
 Date of Service: _____
 Project Description: _____

<u>Item</u>	<u>Description:</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Snow Removal	Date of Storm:			
	Type of Equipment:			
	Mobilization Fee:		\$0.00	\$0.00
	Snowplow Rate:		\$0.00	\$0.00
	Stand By Rate:		\$0.00	\$0.00
Snow Removal	Date of Storm:			
	Type of Equipment:			
	Mobilization Fee:		\$0.00	\$0.00
	Snowplow Rate:		\$0.00	\$0.00
	Stand By Rate:		\$0.00	\$0.00
Snow Removal	Date of Storm:			
	Type of Equipment:			
	Mobilization Fee:		\$0.00	\$0.00
	Snowplow Rate:		\$0.00	\$0.00
	Stand By Rate:		\$0.00	\$0.00
Snow Removal	Date of Storm:			
	Type of Equipment:			
	Mobilization Fee:		\$0.00	\$0.00
	Snowplow Rate:		\$0.00	\$0.00
	Stand By Rate:		\$0.00	\$0.00
Snow Removal	Date of Storm:			
	Type of Equipment:			
	Mobilization Fee:		\$0.00	\$0.00
	Snowplow Rate:		\$0.00	\$0.00
	Stand By Rate:		\$0.00	\$0.00
TOTAL:				\$0.00
PAYMENTS/CREDITS:				\$0.00
BALANCE DUE:				\$0.00

I hereby certify this invoice is correct for all work performed and services rendered and that payment as indicated is due

 Contractor's Signature

This Attestation must be signed by the Contractor