

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

**OPEN SOLICITATION
#1165336**

FOR

ROAD EQUIPMENT SERVICES

VENDOR INFORMATION PAGE

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,
 - (b) Rates Schedule – Attachment A, (check box & quantity)
 - (c) Minority Business Program & Offeror’s Representation form – Attachment D,
 - (d) Minority, Female, Disabled Person Subcontractor Performance Plan, Attachment F,
 - (e) Wage Requirements Certification and 501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, if applicable – Attachment G,
 - (f) Supplemental List, if applicable – Attachment H,
 - (g) Contractor Contact Information Form, Attachment J,
 - (h) Pre-Approved Form Contract signed as written, 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 Page, the Vendor Application Form and the Pre-Approved Form Contract with Attachments A, B, C, D, E, F, G, H, I, and J constitute the entire Contract.

Questions related to this Open Solicitation are to be directed to Timothy Serrano, Chief of Support Services Section, Phone: 240-777-7646, e-mail: roadequipmentservices@montgomerycountymd.gov

I. INTENT

The intent of this Open Solicitation is to establish a list of qualified Contractors that are willing and capable of supplying equipment and/or personnel necessary to supplement the County’s work force during emergency and non-emergency conditions. The Applicant must complete and submit Attachment A for all items the Applicant wishes to perform and be considered for by the County.

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 website. If there is a questionable *Status* for the Applicant listed on the Maryland Department of Assessments and Taxation website, 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.

Applications will be accepted until November 30th, 2028, unless authorized by the Contract Administrator.

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**PRE-APPROVED FORM CONTRACT
OPEN SOLICITATION #1165336
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Contract # _____

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, shoulders, storm drains and storm water management facilities, tree trimming, tree and stump removal, mowing and other assets within the County right-of-way. Equipment specifications can be found at the beginning of Attachment A.

ARTICLE II. CONTRACT TERM

The initial term of the Contract is from the date of signature by the Director, Office of Procurement through September 30th, 2025. Before the contract term ends, the Director may (but is not required to) renew this contract for an additional one (1) year term, if the Director determines the renewal is in the best interest of the County. The Director may exercise this option to renew for four (4) additional one-year periods.

Applications will be accepted until November 30th, 2028, unless authorized by the Contract Administrator.

During the Contract term, including any renewal 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. At the time of each Contract term renewal, the Contractor must resubmit Attachment A to the County to advise if the Contractor’s resources remained the same, increased or decreased since the previous Contract term submittal.

The Contractor’s satisfactory performance does not guarantee renewal of this Contract. Any renewal of the Contract is contingent upon appropriation and encumbrance of funds.

ARTICLE III. ANNUAL PRICE ADJUSTMENT

Prices listed in the Rates Schedule (Attachment A) are fixed and firm during the initial Contract term. At the time of each contract term renewal, if any, the County will consider a price adjustment, subject to the following:

- a) A request for price adjustment must be submitted in writing to the Director, Office of Procurement, by the Contract Administrator, recommended by the Director of the Department of Transportation. The request may not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS. The Contract Administrator must document the reason for price adjustment.
- b) The County will approve only one price adjustment for each Contract term if a price adjustment is approved. Any price adjustment will be effective on the Contract renewal date of October 1st of each Contract term. Must be executed by written Contract Amendment.

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ARTICLE IV. DESIGNATED CONTRACT ADMINISTRATOR

The designated Contract Administrator for this Contract for the Division of Highway Services is Timothy Serrano, Chief, Support Services Section, Division of Highway Services, Department of Transportation, 100 Edison Park Drive, 4th Floor, Gaithersburg, MD 20878, (240) 777-7646. The point of contact for any other Department using this Contract will be listed on the applicable 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 V. NOTIFICATION AND ASSIGNMENT DISTRIBUTION

Upon execution of Contracts awarded under Open Solicitation #1165336 (the “Solicitation”), the County will compile a list of the Contractors with associated equipment and/or personnel according to the available unit quantities that the applicant provided on Attachment A of the Contract. When the Contract Administrator or Designee determines there is a need for resources listed in Attachment A, the Contractor will be notified and shall provide the equipment and/or personnel as requested. All services ordered by the Contract Administrator or Designee 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.

This Contract will be considered a "requirements-type" contract only, with pre-established prices for various types of equipment and personnel. The Parties acknowledge that it would be impossible to outline in detail the anticipated frequency or cause that equipment may be required pursuant to this Contract. The County reserves the right to make work assignments based on the type and quality of equipment, experience and ability of personnel, and the availability of each at the time the service is needed by the County. **Montgomery County makes no guarantee that any applicant awarded a contract under this Open Solicitation will be called for providing any work, any minimum number of assignments, or any minimum total dollar amount.**

ARTICLE VI. SCOPE OF WORK

The specific services to be performed per assignment will be identified in the applicable Purchase Order for that assignment. Services provided under this Open Solicitation may include, but are not limited to: road pretreatment for snow and ice (using Salt Brine); ice treatment (using Salt); snow removal; emergency storm debris removal; non-emergency post storm clean up; transportation of materials and equipment; assisting the County’s work force with emergency road repairs; assisting the County’s work force with nonemergency 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 drain and storm water management facility repairs. It is the intent under this solicitation that the County would provide all necessary materials. However, there may be occasions when the County does not have the necessary, or all, materials in stock and may direct the contractor to supply miscellaneous materials. Material supplied by the contractor, with the exception of brine for anti-icing equipment, will be calculated for compensation at the contractor’s cost with no additional mark-up. Brine material will be paid at the rates established in Attachment A.

Services may be needed during emergency and non-emergency events and conditions. An emergency is defined by the County as a storm event, or scope of event(s), in which the County determines additional resources are required to promptly re-establish safe passage to the general public on County roadways and related infrastructure. Non-emergency status is for use when work/tasks are necessary but not urgent. The rates for emergency and non-emergency services are set forth in Attachment A of the pre-approved form contract. It is anticipated that, at times, the County will provide short notice to the Contractors of its needs, and that the services may be required for extended periods of time. Mobilization and requirements for each status will differ as stipulated below.

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A) MOBILIZATION FOR EMERGENCY SERVICE

- 1) When the Contractor is contacted and asked to report in less than six (6) hours prior to a determined report time for emergency events, the County will authorize a two (2) hour payment at the emergency rate for mobilization. The Contractor's equipment and operator(s) shall report to the specified location in working order and ready to perform operations at the previously determined report time. 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 at the emergency rates. The Contractor's equipment will remain on the emergency rates until the Contract Administrator or Designee determines either the emergency rate no longer applies, and non-emergency conditions are present, or it is determined the Contractor may be released from the assignment. 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.

- 2) When the Contractor receives a notice at least is contacted six (6) hours or more prior to the pre-determined report time, the Contractor's pay will begin at the pre-determined report time, or upon arrival should the Contractor arrive late. 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 rate no longer applies and non-emergency conditions are present, or it is determined the Contractor may be released from the assignment. Essentially, the County may schedule the Contractor(s) to be in place well in advance of a forecasted storm, or other event, to be prepared to activate and operate the equipment if the circumstances accelerate. Should the emergency event status change or diminish, 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.

- 3) 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. Any time a Contractor provides relief drivers, the Contractor must notify the County and provide contact information of the new driver prior to continuing operations.

- 4) The Contractor must promptly inform the County of any equipment breakdowns during County service. Any equipment that breaks down must be taken out of service and the Contractor will be given up to two (2) hours of equipment down time paid at the stand-by rate of 50% of the emergency rate. If the equipment has not been repaired after two (2) hours, the equipment will be removed from service by the County. The

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Contract Administrator or Designee reserves the right to replace said equipment with another contractor.

- 5) Once equipment is in service for the County, the equipment must remain in service until released by the Contract Administrator or Designee. Any Contractor who prematurely discontinues service without the approval of the Contract Administrator or Designee, will be replaced by another contractor, and shall be temporarily removed from the County's call list. The Contractor must provide the Contract Administrator or Designee 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.

- 6) During an emergency event, if for any reason the Contractor's personnel and equipment cannot report to their assigned location(s) during the scheduled arrival time, the Contractor must notify the Contract Administrator or Designee 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.

B) MOBILIZATION FOR NON-EMERGENCY (SCHEDULED) SERVICE

- 1) Upon notification from the Contract Administrator or Designee, the Contractor will have forty-eight (48) hours to mobilize personnel and equipment and report to locations assigned by the Contract Administrator or Designee. There will be no additional compensation payable to the Contractor by the County for mobilization for work performed under non-emergency service status.

- 2) The Contractor must promptly inform the Contract Administrator or Designee of any equipment breakdowns. Any equipment that breaks down must be taken out of service. If the Contract Administrator or Designee determines in its sole discretion that the equipment cannot be operated because of adverse weather conditions (rain out) on a scheduled workday, the Contractor will be paid a minimum non-emergency rate of three (3) hours, unless the Contract Administrator or Designee notifies the Contractor of the cancellation with two hours' notice prior to the scheduled reporting time.

- 3) Once equipment is in service for the County, the equipment must remain in service until released by the Contract Administrator or Designee. Any Contractor who prematurely discontinues service without the approval of the Contract Administrator or Designee will be replaced by another contractor and shall be temporarily removed from the County's call list. The Contractor must provide the Contract Administrator or Designee 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.

- 4) For non-emergency service, the length of the service will be for a planned duration (days/weeks) as determined by the Contract Administrator or Designee. Normally, non-emergency service will be for no more than a 10-hour/6 day a week operation. However, the Contract Administrator or Designee reserves the right to assign longer hours, including Sunday work, depending on the non-emergency service. The Contract Administrator or Designee will advise the Contractor of assignment duration at the time of assignment.

C) REQUIREMENTS FOR EMERGENCY AND NON-EMERGENCY SERVICE

1) GENERAL:

- 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 ensure 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.

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- The Contractor shall own or be in possession of a signed lease agreement for all equipment the Contractor has listed in Attachment A (and Attachment H, if applicable) and must have the ability to submit evidence of such to the Contract Administrator upon request. In addition, at the time of assignment, the Contractor must have the ability to provide a copy of each operator's current driver's license relevant to the classification of the equipment to be operated.
- All equipment supplied must be in good working order. In the event of any equipment breakdowns, the Contractor must have a mechanic readily available with transportation to equipment sites and must provide its own required maintenance items. This will be incidental to the Contract and included in the unit rate of pay for the assigned equipment at no additional cost to the County. The Contract Administrator or Designee reserves the right to reject or terminate the use of any equipment that appears, in the sole discretion of the Contract Administrator or Designee, to be mechanically unsound, unsafe or is inadequate to perform the task assigned.
- The Contractor's operators must be proficient in operation of the type of equipment they are assigned. The Contract Administrator or Designee, at its sole discretion, reserves the right to terminate and request the replacement of any operator determined by the Contract Administrator or Designee 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 for coordinating any shift changes in such a manner that it does not interrupt emergency or non-emergency service operations.
- The Contract Administrator or Designee requires each Contractor have supervisory personnel remotely available, at no additional cost, to communicate by two-way radios and/or cellular phone with County employees, equipment operators, and mechanics. All Contractor supplied supervisors 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. At the Contract Administrator's or Designee's discretion, the Contractor may be required to have supervisory personnel on site to monitor field operations of its equipment and personnel. Only upon the Contract Administrator's or Designee's request will the Contractor be paid for each supervisor at the flat rate price as shown on Attachment A. Upon reporting to the site, the Contractor must provide the name(s) and cellular phone number(s) of the supervisor(s) to the Contract Administrator or Designee.
- Contractor's employees, including supervisors and equipment operators, who shall receive instructions from the Contract Administrator or Designee, must be competent and capable of communicating in English and capable of reading and thoroughly understanding the Contract Documents and assignment directions. If the Contract Administrator or Designee is unable to communicate with the Contractor's employee, or if the Contractor's employee demonstrates he or she does not have sufficient experience in the work being performed, the Contract Administrator or Designee, at its sole discretion, may direct the Contractor to remove the subject employee from the current assignment.
- All equipment provided by the Contractor must be fully fueled when arriving at the assignment and work continuously until released by the Contract Administrator or Designee. 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.
- The Contractor is responsible for any damage to County, Public, and/or Private 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.

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- All Contractor equipment and operators must comply with all applicable State and County laws which limit idling equipment to five (5) minutes. Any citation(s) or fine(s) issued to the Contractor for violation of such laws will be the sole responsibility of the Contractor. Fines will not be considered for reimbursement by the County.

- Montgomery County will only use vehicles registered as a farm truck or farm vehicle when a “State of Emergency” or “Local State of Emergency” has been declared. Furthermore, in such instances, the following requirements must also be met:
 - The farm truck or farm vehicle must have proof of a current passing DOT preventative maintenance inspection which was performed within the previous calendar year;
 - The operator of the farm truck must possess a valid license and valid medical card;
 - The owner of the farm truck must have the minimum insurance requirements as provided in Attachment C;
 - The farm truck must have a current registration, and historic tags may not be used on any equipment when performing commercial work for the County.
 - NOTE: 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.

D) WINTER WEATHER SPECIFICATIONS AND REQUIREMENTS

1) Equipment Resource Distribution: The County has the following format for assessing the County’s needs for emergency winter weather operations. This format is a five-tiered system which addresses the typical types of storms, and its severity is as follows:

- **TIER 1:** The forecast is predicting precipitation equivalent to a snow accumulation of a dusting up to two (2) inches over a twenty-four (24) hour duration.
 - The County will use its own workforce 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 type of precipitation, rate of precipitation, 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 include medium duty to heavy duty single rear axle or equal dump trucks with a minimum of 18,001 GVWR, and tandem/tri-axle rear axle dump trucks, all equipped with the appropriate salt spreading and snowplowing equipment.

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- **TIER 2:** The forecast is predicting precipitation equivalent to a snow accumulation of two (2) up to three (3) inches over a twenty-four (24) hour duration.
 - In addition to utilizing its own work forces, the County will also utilize the services of Contractor equipment and personnel to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads.
 - The type of precipitation, rate of precipitation, 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 include medium duty to heavy duty single rear axle or equal dump trucks with a minimum of 18,001 GVWR, and tandem/tri-axle rear axle dump trucks, all equipped with the appropriate salt spreading and snowplowing equipment.

- **TIER 3:** The forecast is predicting precipitation equivalent to snow accumulations of three (3) up to eight (8) inches over a twenty-four (24) hour duration.
 - In addition to utilizing its own work forces, the County will also utilize the services of Contractor equipment and personnel to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads.
 - The type of precipitation, rate of precipitation, 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.
 - Typical equipment that is used in this tier includes the same as Tiers 1 and Tier 2, plus any of the required type of equipment listed in Attachment A.

- **TIER 4:** The forecast is predicting precipitation equivalent to snow accumulations of eight (8) up to twelve (12) inches.
 - In addition to utilizing its own work forces, the County will also utilize the services of Contractor equipment and personnel to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads.
 - The type of precipitation, rate of precipitation, 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.
 - 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 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 the roads.

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- **TIER 5:** The forecast is predicting precipitation equivalent to snow accumulations greater than twelve (12) inches.
 - In addition to utilizing its own work forces, the County will also utilize the services of Contractor equipment and personnel to clear and maintain several of the planned routes required to provide safe passage for first responders and the general public on County roads.
 - The type of precipitation, rate of precipitation, 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.
 - 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 the roads. Non-contract help may also be acquired through emergency procurements.
- **NOTE:** Depending upon the scope of the event, 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.
- **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 Contract Administrator or Designee will assign the appropriate equipment to those areas.

2) Inspections for Winter Weather Equipment:

- Equipment inspections will be required on an annual basis for item Nos. 1, 2, 3, and 4 in Attachment A.
- If necessary, the Contract Administrator or Designee may request inspection of equipment that does not perform plowing or salt spreading operations in advance of assignments, or at the time of assignment.
- Inspections will be conducted at a designated location and time as established by the Contract Administrator or Designee.
- The Contractor shall only provide equipment in good working order. If necessary, the Contract Administrator or Designee may request photographs of equipment in advance.
- The Contract Administrator or Designee reserves the right to limit the number of trucks for inspection should the quantity be determined excessive.
- The Contractor will be paid three (3) hours at the emergency rate for the successful inspection of each piece of equipment, attachments and ancillary items which require preseason inspection; payment includes the cost associated for mobilization. The County will not pay or provide any compensation whatsoever for failing equipment, attachments and/or ancillary items. Should the Contractor return with the equipment, attachments and ancillary items for a successful re-inspection, the Contractor will be paid the three (3) hours at the emergency rate for each piece of equipment, attachments and ancillary items approved.

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- At the time of inspection, the contractor must arrive with the following:
 - All attachments (plow, spreader, etc.) attached prior to arrival.
 - Full tank of fuel.
 - Valid vehicle registration card and assigned DOT number clearly visible on the exterior of the vehicle.
 - Documentation verifying a passing State DOT preventative maintenance inspection performed within the previous calendar year.
 - Sufficient light fixtures 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 the salt spreader, which will illuminate the roadway where the material is being applied.
 - An “ADC” map book, an electronic GPS device, or access to a mobile GPS app.
 - A working cell phone, or other means of communication, to maintain contact with the County representative.
 - A kit containing 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 are not limited to; tape, spark plug for spreaders, spark plug socket with ratchet, full gas can, fuses, flashlight, hammer, pliers, adjustable wrench, repair links for tire chains, etc.
 - A shovel for excessive salt cleanup.
 - Tire chains or equivalent (cables) as approved by the County.

3) Equipment Rate of Pay:

- All item rates in this solicitation are pre-established as listed in Attachment A. The classification and rate of pay shall be determined for snowplow and salting truck item Nos. 1, 2, 3 and 4 based on the conditions below. The Contractor is solely responsible for ensuring all GVWRs provided follow all State and Federal regulations.
 - The maximum Gross Vehicle Weight Rating (GVWR) of the vehicle, including all attachments and ancillary items, the unit’s hauling capacity as determined by the Contract Administrator or Designee.
 - To verify the maximum applicable GVWR and vehicle hauling capacity, the Contract Administrator or Designee will:
 - (a) Evaluate:
 - (i) the vehicle’s GVRW as listed on the state registration,
 - (ii) the manufacturer’s GVWR listed on the Vehicle Certification Label,
 - (iii) the GVWR rating found within the National Institute for Safety Research Vehicle Identification Number Decoding system.
 - (*The Contract Administrator or Designee will utilize whichever GVWR is lowest of the three sources)
 - (b) Weigh the equipment on a calibrated portable scale to determine the actual and current weight of the vehicle, including all attachments, ancillary items, and a full tank of fuel;
 - (c) Determine the difference by calculating the lowest maximum applicable GVWR, as verified through the previous evaluation of the three sources, minus the actual and current weight of the vehicle;

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- (d) Divide the calculated difference by the established weight of one (1) loader bucket of salt (weighted at approximately three (3) tons, or six thousand (6,000) pounds) to determine salt hauling capacity.
- Once classified, and a rate of pay from Attachment A is established, the Contractor must provide the same set up when deployed for County service. The capacity and function of any truck and/or attachment may be checked at any time while in service.
- In addition to the contract equipment items listed above, the Contract Administrator or Designee may elect to weigh other applicable trucks during the inspection to determine rating capacity and pay rate.
- V-Boxes for the application of salt are allowed for use but are not preferred, and equipment utilizing this attachment may be considered a lower priority of use. If a V-Box is used, it shall be considered an incidental attachment to the truck and the pay rate shall be determined at the time of inspection based on the same factors and calculation process listed above. There will be no additional payment for a V-Box.
- 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. The only exception is that light duty trucks must be equipped with an eight-foot-long, 32" high minimum snowplow; and a 3 cubic yard v-box spreader or larger.

4) Anti-Icing Equipment

- The Contractor is advised that the Liquid Applicator Truck for anti-icing operations is a specialized piece of equipment. The anti-icing operation will normally occur prior to the start of a winter storm. However, at the discretion of the Contract Administrator or Designee, the operation may also be performed during the storm event.
- The truck will work under the direction of Contract Administrator or Designee to pre-treat roads and bridges with salt brine. All operators must have a cellular phone available to communicate with County staff.
- The truck, equipped with a ground speed controller, shall be capable of applying thirty (30) gallons to eighty (80) gallons of liquid chemical per lane mile, and capable of material application at a minimum width of three (3) lanes simultaneously.
- The truck shall be capable of performing this operation with a continuous flow of product at travel speeds of twenty-five (25) miles per hour to forty-five (45) miles per hour.
- The liquid tank must go through a thorough cleaning prior to reporting to the County to assure that salt brine is not contaminated by foreign material.

5) Mobile AVL Application Requirements

- Montgomery County Department of Transportation has deployed 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 to 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

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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.
- All contractors are strongly encouraged to login to AVL system as soon as contacted by MCDOT prior to showing up to their assigned depot. Failure to utilize the AVL System during winter storm events may result in the termination of the contract. Montgomery County Department of Transportation has established email account ExtranetDriver@mcgov.onmicrosoft.com as the means to offer assistance to contractors in the form of respond to questions and grant registered accounts access to SnowIQ. Management of registered user accounts and administration of the accounts are the sole responsibility of the vendor. Additional information on the AVL System equipment requirements is listed below:
- AVL System Requirements:
 - All mobile devices must have the iOS / iPadOS 14+ or Android 8.1+ versions of the operating system installed on the device.
 - All mobile devices must be in good working condition without any physical damage to the device including but not limited to broken screen.
 - All mobile devices must possess at least 200 Mbytes of unused 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. **NOTE: "The Mobile Application" (SNOWIQ DRIVER) may be installed on compatible mobile device through Apple App Store and Google Play Store for iOS and Android devices respectively.**
 - All mobile devices must possess persistent cellular service with data plan that offers broad and ample cellular coverage throughout Montgomery County.
 - All individuals / operators must use a mobile device mount or other means to safely display mobile device "hands-free" throughout the period in which their time is billable to Montgomery County.
 - All individuals / operators must be equipped with a car charger in their vehicle for their mobile device throughout the period in which their time is billable to Montgomery County and maintain the mobile device charged such that the device is fully functional.
 - AccessMCG Accounts: All individuals / operators reporting to work and are assigned with mobile device must be uniquely identifiable via email account registered on Montgomery County AccessMCG Extranet portal site. **ALL registered accounts MUST be registered for business purpose and associated to vendor's business name. Registered**

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accounts associated to Individual, Student, Volunteer, Former County Employee, or any other role are invalid. The following is the link to AccessMCG Extranet Portal Site where user accounts can be registered and managed:

[\(HTTP://WWW.MONTGOMERYCOUNTYMD.GOV/ACCESSMCG\)](http://www.montgomerycountymd.gov/accessmcg)

- Driver SnowIQ Role: All registered accounts must be granted access to the SnowIQ system by way of sending the email addresses registered on the AccessMCG accounts to ExtranetDriver@mcgov.onmicrosoft.com email address. This is required only once per registered account. Upon receiving notification from County staff that Montgomery County intends to utilize your services, it is imperative for drivers to promptly log into the SnowIQ system prior to arriving to designated County locations.
- SnowIQ Mobile App Login: ALL operators (including subcontractors) MUST login to the SnowIQ App using an account registered to the business they represent at the time of the event or when requested for which they've been asked to report to work. As part of the login process the mobile application will require Drivers to scan their driver's license bar code (if compatible) as well as storing an image of the driver's license and of the driver at the time the driver logs in and reports to work. This ensures drivers' information in all events is accurate and up to date. Other uniquely identifiable information is required for the login process including driver's first and last name and telephone number of the device assigned to the driver to login to "The Mobile Application" or a mobile phone number through which the driver may be reached.
- Identification of the equipment being used during the event: All operators must drive a truck that has been inspected and certified by the County. During the mobile App login process drivers will be required to select the truck that they are operating for the event from the list of certified trucks for the business they represent. If their truck is not on the certified list, it will need to go through the inspection and certification process. This will delay the driver's ability to check in for work. See Article VI – Section D-2 of this Solicitation for details on "Inspections for Winter Weather Equipment".
- Operators of all mobile devices must agree to authorize the installation of "The Mobile Application" including all the requirements for which the application will prompt the user for permission.
- 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 maintain mobile device in ON and active cellular mode 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.

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- 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, Ready, In Service, 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.
- Should the Contractor's 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 Contract Administrator or Designee reserves the right to replace the Contractor with another contractor and to temporarily remove the Contractor from the County's call list. In that event, the Contractor must provide the Contract Administrator or Designee with an adequate plan to ensure all its operators will utilize the AVL system. Should the Contractor fail to provide an adequate and acceptable plan, the County, at its sole discretion, may pursue termination of the Contract.

6) Excessive Use of Salt Material

- The County is implementing a salt management plan to decrease the application of salt material during winter operations. It is the County's intent to have all snow operators, including contractors, meet target application rates that will be established by the County prior to each winter season. The County will be closely monitoring all salt applications and the Contractor should apply the most conservative settings for their equipment to comply with the County's goals.
- If the Contract Administrator or Designee, in his/her sole discretion, determines that the Contractor has placed what is considered an excessive amount of salt, then it will be the Contractor's responsibility, at its own cost, to clean the excess salt from those roads effected, whether by hand or mechanically operated equipment. Should the Contractor refuse to clean up the excess salt when directed, the County or another contractor will perform the cleanup and those costs will be deducted from any money owed to the Contractor.
- If this should happen a second time, the Contract Administrator or Designee reserves the right to temporarily remove the Contractor from the County's call list. In that event, the Contractor must provide the Contract Administrator or Designee with an adequate plan to prevent excess salt application on future assignments. Should the Contractor fail to provide an adequate and acceptable plan, the County, at its sole discretion, may pursue termination of the Contract.

E) SEVERE STORMS – DEBRIS REMOVAL IN COMPLIANCE WITH FEMA GUIDELINES

During severe storms, 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 most recent FEMA guidelines for debris removal, at the time of the emergency, may be instituted by the Montgomery County Department of Transportation (MCDOT).

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The FEMA guidelines allow payment for time and material of no more than seventy (70) hours of debris removal for a declared disaster. After 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 below. These rates 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 percentage 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.

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

<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>\$18.00¹</u>
Hauling vegetative and shredded debris by volume: 15.1 to 30 miles, one way	<u>\$20.00¹</u>
Hauling vegetative and shredded debris by volume: 30.1 to 60 miles, one way	<u>\$22.00¹</u>

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F) STUMP GRINDING

- 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 each Task 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.
- 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. If the respective Utility Agency conducts these repairs, the Contractor will be entirely responsible for furnishing the Utility with full payment for the work performed including all costs associated with any service disruptions.
- Contractor must furnish all labor, material, and equipment necessary to perform the stump removal and the complete restoration of the right-of-way.
- 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 twelve inches (12") 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.
- All exposed surface roots extending from the stump must be removed. When ready for inspection and payment there shall be no exposed roots visible.
- 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.
- Any open, excavated holes will be properly barricaded whenever the Contractor is not on the site to prevent accidental entry by the public.
- 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.

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- 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 ½ 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 ½ lb. seed mix per 50 square feet excavated area. The seeded area is to be mulched with straw or other suitable material.
- 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.
- 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 because of stump removal activities.
- 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.
- 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.
- 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.
- Tree Stump removal by excavation shall not be permitted.

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ARTICLE VII. 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 the Contractor 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 the County's final 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 is accurate 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.

All true and corrected invoices are to be sent electronically via email to the Contract Administrator or designee (see below:

Montgomery County Department of Transportation
Division of Highway Services
Email: roadequipmentservices@montgomerycountymd.gov
Attn: Timothy Serrano
Phone: 240-777-7646

All true and correct copies of invoices and all inquiries regarding payment are required to be sent electronically to the Contract Administrator, via email listed above, or to the email of an alternative Designee, as designated by the Contract Administrator. Failure to comply with this requirement may delay payment. The County's Standard Payment Terms are Net Thirty (30) Days.

ARTICLE VIII. GENERAL CONDITIONS

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

ARTICLE IX. INSURANCE

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

ARTICLE X. 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 XI. MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR

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

ARTICLE XII. 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**.

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ROAD EQUIPMENT SERVICES**

ARTICLE XIII. 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) This **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** – Supplemental List
- (8) **Attachment J** – Contractor Contact Information Form
- (9) **Attachment I** – Sample Invoice
- (10) **Attachment K** – Vendor Information Page (Informational use only)

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**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES**

**Open Solicitation #1165336
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 #1165336
ROAD EQUIPMENT SERVICES**

SUBMISSION DOCUMENTS

The following items must be submitted with your application (utilize checkboxes):

- 1. Vendor Information Page (Page 1)
- 2. A valid and conforming Certificate(s) of Insurance(s) meeting the requirements, as outlined in Attachment C (Page C1)
- 3. Signature Page. (Page 21)
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 - Attachment D (Page D1)
- 5. Minority, Female, Disabled Person Subcontractor Performance Plan - Attachment F (Page F1-F5)
- 6. Wage Requirements Certification - Attachment G (Page G1-G6)
- 7. Rates Schedule - Attachment A (Page A4-A19) (check boxes & quantity)
- 8. Completed Contractor Contact Information Form - Attachment J (Page J1)
- 9. Completed Vendor Application Form, (Page 19)

Email all the above listed mandatory submissions to:

roadequipmentservices@montgomerycountymd.gov

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.

APPLICATIONS THAT REMAIN INCOMPLETE 30 DAYS AFTER THE INITIAL SUBMISSION WILL BE CONSIDERED VOID.

APPLICATIONS WILL BE ACCEPTED UNTIL NOVEMBER 30TH 2028, UNLESS AUTHORIZED BY THE CONTRACT ADMINISTRATOR.

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES**

**Open Solicitation #1165336
for
Road Equipment Services**

Contract # _____

SIGNATURE PAGE

This Section is For Procurement Use Only

This Contract which incorporates the Open Solicitation, Vendor Application Form, and Pre-Approved Form Contract, along with Attachments A, B, C, D, E, F, G, H, I, and J by reference, copies of which have been provided to the Contractor, is entered into contract on _____ (date) and between _____ (correct legal business name) 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

Part B: County Acceptance

CONTRACTOR

MONTGOMERY COUNTY, MARYLAND

Typed Correct Legal Business Name

Avinash G. Shetty, Director
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 #1165336
ROAD EQUIPMENT SERVICES**

ATTACHMENT A

As stated in the Scope of Work, services provided under this Open Solicitation 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; transportation of materials and equipment; 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 drains and storm water management facility repairs.

Due to the various capabilities of many equipment items listed in Attachment A, the County has separated common attachments for applicable equipment items. For these specific equipment items there will be an individual line, titled 'Total Equipment Available', where the Applicant will enter the total quantity of units for that item - units are considered as the mechanically operational component of the equipment. Below the line for total equipment available you will see the various common attachments associated with that piece of equipment. The Applicant should indicate, in the available space to the right of each attachment listed, the total quantity of each attachment they can provide if requested by the County. See example below.

- A contractor enters a total quantity of 5 skid steer units (actual mechanically operational unit). They indicate they have 4 bucket, 2 grapple and 1 snowplow attachments. With this information, the County understands it can request no more than 5 skid steer units, but there are 7 attachment options available. Therefore, in a snow and ice event, the County may request 3 units with buckets, 1 unit with a grapple and 1 unit with a plow.

To advise the County of the equipment and/or personnel the Applicant wishes to be considered for service, please follow the steps below:

- 1) Locate the item of which you are interested and able to provide if requested by the County; indicate the item selected by checking the box located to the left of the item number;
- 2) For the item selected, enter the total quantity of available equipment or personnel in the space provided to the right of total equipment available;
- 3) If applicable, select which equipment attachment(s) you are interested and able to provide if requested by the County; indicate the attachment selected by checking the box located to the left of the attachment;
- 4) If applicable, enter the total quantity of available attachments and/or personnel in the space provided to the right of each attachment selected.

At times, the County may need road equipment/attachments that perform in similar scopes of service yet are not listed in Attachment A due to un-anticipated or infrequent use. If interested, the Applicant may list in Attachment H any additional or specialized equipment/attachments, capable of performing in similar scopes of service, that may be available for use upon request by the County. See Attachment H for additional details.

The Applicant must complete and submit this attachment for all contract items the Applicant wishes to be considered for, and is able to provide, when requested by the County. Applicants may elect to provide equipment and/or personnel for any or all items listed in Attachment A.

- **NOTE:** To be considered for the upcoming winter season, it is highly recommended the vendor submit a **complete and accurate** application prior to **September 15th** of the current year. While this does not ensure that the vendor will have an executed signed contract before snow equipment inspections or winter operations, it does enhance the likelihood that the administrative process can be completed, formally authorizing the use of the vendor's equipment and services.

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES**

EQUIPMENT AND PERSONNEL SPECIFICATIONS

A) GENERAL:

The following specifications are applicable to all equipment and personnel in Attachment A, for any services provided.

- All equipment rates include setup and removal.
- Working rate is the rate of pay applied to the approved type of equipment, attachments and/or personnel specified for use during the assignment. It is the sole discretion of the Contract Administrator or Designee to approve or deny use of any equipment, attachments and/or personnel for each assignment.
- Attention must be given to the units of measurement (per hour, per each, per day, etc.).
- When used during emergency operations, equipment down time or stand-by rate will be equal to 50% of the emergency working rate for each piece of equipment.
- When approved by the Contract Administrator or Designee, a one-time delivery charge for the use of emergency equipment is applicable only when the equipment requires transportation by tractor and trailer to the designated reporting site. A rate of \$300.00 will be paid per each tractor and trailer unit, and the charge is inclusive of operator mobilization costs.
- When approved by the Contract Administrator or Designee, a one-time delivery charge for the use of non-emergency equipment is applicable only when the equipment requires transportation by tractor and trailer to the designated reporting site. A rate of \$200.00 will be paid per each tractor and trailer unit, and the charge is inclusive of operator mobilization costs.
- When requested by the Contract Administrator or Designee, trucks equipped with a Class V hitch or greater may be utilized at an additional rate of \$5.00 per hour. This payment will be added to the originally established rate of pay for each piece of equipment.
- It will be at the sole discretion of the Contract Administrator or Designee to establish the labor classification and emergency or non-emergency status at the time of task assignment.
- During emergency operations the Contractor's labor will remain on the emergency rates until the Contract Administrator or Designee determines either the emergency rates no longer apply, and non-emergency conditions are present, or it is determined the Contractor may be released from the assignment.
- Unless otherwise listed as a pay item in Attachment A, all small tools and/or equipment typically utilized under labor resources (i.e., chainsaw, snowblower, salt spreader, edger, etc.) will be incidental to the labor classification and emergency/non-emergency rate.

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ROAD EQUIPMENT SERVICES**

B) WINTER WEATHER:

The following specifications have been established for various applicable equipment items in Attachment A, for winter weather operations.

- Tire chains may be utilized during winter weather events at the discretion of the Contractor, or when directed by the Contract Administrator or Designee. There will be no additional compensation for the use of tire chains, and it shall be incidental to the established equipment hourly rate.
- When approved by the Contract Administrator or Designee, various size wing blades may be utilized at an additional rate of \$30.00 per hour. This rate of payment per hour includes payment for the additional operator, provided one is required. Payment will be added to the originally established emergency rate of pay for each piece of equipment.
- The County is implementing a salt management plan to decrease the application of salt material during winter operations. An additional rate of \$10.00 per hour will be applied to item Nos. 1, 2, 3 and 4 equipped with an in-cab electronic hydraulic control spreader system meeting the conditions listed below:
 - Must contain variable rate adjustment settings for auger, spinner, and ground speed.
 - Must be capable of controlling the spreader system to meet a target application rate to be established by the County. Application rates for varying conditions, such as ice or rapid accumulation of snow, will be taken into consideration and the operator must have the ability to adjust the application rate accordingly.

This payment will be added to the originally established emergency rate of pay for each piece of equipment.

- An additional rate of \$10.00 per hour will be applied to rubber tire loaders, item No. 14, equipped with an on-board weighing system capable of displaying actual load weight and the ability to supply a printable record of each load if requested by the Contract Administrator or Designee. This payment will be added to the originally established emergency rate of pay for each piece of equipment.
- Brine for anti-icing equipment: If the County must obtain brine material supplied by a Contractor, it is the intent under this solicitation that the County would provide the base ingredient of sodium chloride for the brine mixture. However, there may be occasions when the County may request the contractor to supply the full sodium chloride and water ingredient mixture or blended brine mixture. The contractor must be able to supply brine material at a minimum rate of 3,000 gallons per hour. The target mixture of salt brine is a 23.3% salt solution to each gallon of water, with an acceptable range of 22.3% to 23.6%. The contractor must have the ability to certify the salinity of brine material, and the County reserves the right to test material at any time. Applicable brine mixtures will be compensated at the per gallon rate established in Attachment A. In addition, the County may only have a need for brine mixing equipment, which will be compensated at the hourly established rate in Attachment A.

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**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

Rate Schedule

(Please check applicable each applicable box and provide available quantity)

No. 1 TANDEM/TRI-AXLE DUMP TRUCK + OPERATOR

- rated from 40,001 lbs. GVWR to 70,000 lbs. GVWR
- capable of carrying four and one half to six (4 1/2 to 6) loader buckets of salt

Base Rates

	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$126.36	\$138.58	per hour

Rate per Attachment Option

	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Attachment Option(s) and Total Quantity of Each Available				
<input type="checkbox"/> Snowplow and Salt Spreader		N/A	\$222.14	per hour

No. 2 HEAVY DUTY TRUCK + OPERATOR

- rated from 26,001 lbs. GVWR to 40,000 lbs. GVWR
- capable of carrying two to three (2 to 3) loader buckets of salt

Base Rates

	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$98.84	\$113.11	per hour

Rate per Attachment Option

	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Attachment Option(s) and Total Quantity of Each Available				
<input type="checkbox"/> Snowplow and Salt Spreader		N/A	\$202.78	per hour

No. 3 MEDIUM DUTY TRUCK + OPERATOR

- rated from 18,001 lbs. GVWR to 26,000 lbs. GVWR
- capable of carrying one and one half to two (1 1/2 to 2) loader buckets of salt

Base Rates

	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$82.54	\$109.03	per hour

Rate per Attachment Option

	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Attachment Option(s) and Total Quantity of Each Available				
<input type="checkbox"/> Snowplow and Salt Spreader		N/A	\$195.65	per hour

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 4 LIGHT DUTY TRUCK + OPERATOR

- rated from 10,001 lbs. GVWR to 18,000 lbs. GVWR
- capable of carrying one to one and one half (1 to 1 1/2) loader buckets of salt

<u>Base Rates</u>				
	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$76.43	\$101.90	per hour

<u>Rate per Attachment Option</u>				
	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Snowplow and Salt Spreader		N/A	\$178.33	per hour

No. 5 FOUR-WHEEL DRIVE PICKUP TRUCK + OPERATOR

- rated from 6,001 lbs. GVWR to 10,000 lbs. GVWR
- capable of carrying one half to one (1/2 to 1) loader buckets of salt

<u>Base Rates</u>				
	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$63.18	\$84.58	per hour

<u>Rate per Attachment Option</u>				
	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Snowplow and Salt Spreader		N/A	\$142.66	per hour

No. 6 RUGGED/ALL TERRAIN VEHICLE + OPERATOR

<u>Base Rates</u>				
	Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available		\$90.69	\$102.92	per hour

<u>Rate per Attachment Option</u>				
	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Snowplow and Salt Spreader		\$121.26	\$138.58	per hour

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

- No. 7 SKID STEER LOADER + OPERATOR (less than 65 HP)**
 - Bobcat® type or approved equal
 - miller tooth and holder replacement will be paid only when approved by the County

<u>Total Equipment Available</u>		<u>Rate per Attachment Option</u>		
<u>Attachment Option(s) and Total Quantity of Each Available</u>	<u>Quantity</u>	<u>Non-Emergency</u>	<u>Emergency</u>	<u>Unit</u>
<input type="checkbox"/> <u>Backhoe</u>	<u> </u>	<u>\$115.15</u>	<u>\$126.36</u>	<u>per hour</u>
<input type="checkbox"/> <u>Bucket</u>	<u> </u>	<u>\$115.15</u>	<u>\$126.36</u>	<u>per hour</u>
<input type="checkbox"/> <u>Grapple</u>	<u> </u>	<u>\$138.58</u>	<u>\$150.81</u>	<u>per hour</u>
<input type="checkbox"/> <u>Power Broom</u>	<u> </u>	<u>\$138.58</u>	<u>\$150.81</u>	<u>per hour</u>
<input type="checkbox"/> <u>Bucket (for snow operations)</u>	<u> </u>	<u>N/A</u>	<u>\$156.93</u>	<u>per hour</u>
<input type="checkbox"/> <u>Snowplow</u>	<u> </u>	<u>N/A</u>	<u>\$156.93</u>	<u>per hour</u>
<input type="checkbox"/> <u>Pavement Miller (36" to 40")</u>	<u> </u>	<u>\$163.04</u>	<u>N/A</u>	<u>per hour</u>
<u>Miller Replacement Teeth and Holders</u>	<u>N/A</u>	<u>\$12.23</u>	<u>N/A</u>	<u>per each</u>

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**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 8 SKID STEER LOADER + OPERATOR (more than 66 HP)

- Bobcat® type or approved equal
- miller tooth and holder replacement will be paid only when approved by the County

<u>Total Equipment Available</u>		<u>Rate per Attachment Option</u>		
<u>Attachment Option(s) and Total Quantity of Each Available</u>	<u>Quantity</u>	<u>Non-Emergency</u>	<u>Emergency</u>	<u>Unit</u>
<input type="checkbox"/> Backhoe		\$132.47	\$144.70	per hour
<input type="checkbox"/> Bucket		\$132.47	\$144.70	per hour
<input type="checkbox"/> Grapple		\$156.93	\$169.15	per hour
<input type="checkbox"/> Power Broom		\$156.93	\$169.15	per hour
<input type="checkbox"/> Bucket (for snow operations)		N/A	\$181.38	per hour
<input type="checkbox"/> Snowplow		N/A	\$181.38	per hour
<input type="checkbox"/> Pavement Miller (36" to 40")		\$181.38	N/A	per hour
<input type="checkbox"/> Miller Replacement Teeth and Holders	N/A	\$12.23	N/A	per each

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**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

- No. 9 TRACTOR + OPERATOR (less than 99 HP)**
- must be four-wheel drive

		Quantity			
<u>Total Equipment Available</u>		_____			
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> Bucket	_____	\$132.47	\$151.83	per hour	
<input type="checkbox"/> Grapple	_____	\$132.47	\$151.83	per hour	
<input type="checkbox"/> Snowplow (salt spreader if applicable)	_____	N/A	\$164.06	per hour	
<input type="checkbox"/> Snow Blower	_____	N/A	\$188.52	per hour	
<input type="checkbox"/> Rear Mower and Boom Mounted Side Mower	_____	\$724.51	N/A	per 8 hr day	

- No. 10 TRACTOR + OPERATOR (more than 100 HP)**
- must be four-wheel drive

		Quantity			
<u>Total Equipment Available</u>		_____			
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> Bucket	_____	\$196.67	\$215.01	per hour	
<input type="checkbox"/> Grapple	_____	\$196.67	\$215.01	per hour	
<input type="checkbox"/> Snowplow (salt spreader if applicable)	_____	N/A	\$227.24	per hour	
<input type="checkbox"/> Snow Blower	_____	N/A	\$247.62	per hour	
<input type="checkbox"/> Rear Mower and Boom Mounted Side Mower	_____	\$724.51	N/A	per 8 hr day	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 11 TRACK EXCAVATOR + OPERATOR (less than 99 HP)

		Quantity			
<u>Total Equipment Available</u>		<u> </u>			
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> <u>Bucket</u>	<u> </u>	<u>\$138.58</u>	<u>\$163.04</u>	<u>per hour</u>	
<input type="checkbox"/> <u>Grapple</u>	<u> </u>	<u>\$138.58</u>	<u>\$163.04</u>	<u>per hour</u>	
<input type="checkbox"/> <u>Cutting Shears</u>	<u> </u>	<u>\$138.58</u>	<u>\$163.04</u>	<u>per hour</u>	

No. 12 TRACK EXCAVATOR + OPERATOR (more than 100 HP)

		Quantity			
<u>Total Equipment Available</u>		<u> </u>			
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> <u>Bucket</u>	<u> </u>	<u>\$196.67</u>	<u>\$247.62</u>	<u>per hour</u>	
<input type="checkbox"/> <u>Grapple</u>	<u> </u>	<u>\$196.67</u>	<u>\$247.62</u>	<u>per hour</u>	
<input type="checkbox"/> <u>Cutting Shears</u>	<u> </u>	<u>\$196.67</u>	<u>\$247.62</u>	<u>per hour</u>	

No. 13 BACKHOE LOADER + OPERATOR

		Quantity			
<u>Total Equipment Available</u>		<u> </u>			
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> <u>Bucket</u>	<u> </u>	<u>\$134.51</u>	<u>\$164.06</u>	<u>per hour</u>	
<input type="checkbox"/> <u>Snowplow</u>	<u> </u>	<u>N/A</u>	<u>\$200.74</u>	<u>per hour</u>	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 14 RUBBER TIRE LOADER + OPERATOR

		Quantity			
Total Equipment Available					
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> Bucket (minimum 3.00 cubic yard)		\$150.81	\$197.69	per hour	
<input type="checkbox"/> Bucket (minimum 5.00 cubic yard)		\$260.86	\$341.37	per hour	
<input type="checkbox"/> Snowplow		N/A	\$378.05	per hour	

No. 15 TRACK LOADER + OPERATOR

- CAT® 953 or approved equal

		Quantity			
Total Equipment Available					
		<u>Rate per Attachment Option</u>			
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit	
<input type="checkbox"/> Bucket (minimum 5.00 cubic yard)		\$145.72	\$228.26	per hour	

No. 16 MOTOR GRADER + OPERATOR

- equipped with a blade nine feet (9') in width or wider

		<u>Rates</u>			
		Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available			\$184.44	\$265.96	per hour

No. 17 EXCAVATOR + OPERATOR

- Gradall® or approved equal

- Rate includes bucket attachment

		<u>Rates</u>			
		Quantity	Non-Emergency	Emergency	Unit
Total Equipment Available			\$189.53	\$222.14	per hour

OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A

No. 18 BULLDOZER + OPERATOR

- Caterpillar® D4 or approved equal

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$121.26	\$171.19	per hour	

No. 19 BULLDOZER + OPERATOR

- Caterpillar® D6 or approved equal - may be substituted with a larger unit

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$171.19	\$265.96	per hour	

No. 20 LIQUID APPLICATOR TRUCK + OPERATOR (1,500 to 2,999 gallons)

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$196.67	\$201.76	per hour	

No. 21 LIQUID APPLICATOR TRUCK + OPERATOR (3,000 gallons or more)

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$329.14	\$335.25	per hour	

No. 22 TANK TRUCK FOR RE-SUPPLY + OPERATOR (1,500 to 2,999 gallons)

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$121.26	\$126.36	per hour	

No. 23 TANK TRUCK FOR RE-SUPPLY + OPERATOR (3,000 to 4,499 gallons)

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$171.19	\$177.31	per hour	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 24 BRINE FOR ANTI-ICING EQUIPMENT

	Purchase Options	Quantity	Rates		Unit
			Non-Emergency	Emergency	
<input type="checkbox"/>	Brine Equipment: Use of Mixing Equipment for Brine Production	N/A	\$0.31	\$0.31	per gallon
<input type="checkbox"/>	Brine Mix: Salt Material Supplied by the County	N/A	\$0.48	\$0.48	per gallon
<input type="checkbox"/>	Brine Mix: Salt & Water Supplied by Contractor (delivered)	N/A	\$0.61	\$0.61	per gallon

No. 25 LARGE ROADWAY SNOW BLOWER + OPERATOR

- equipped with an intake width of ten feet (10') or wider

	Quantity	Rates		Unit
		Non-Emergency	Emergency	
Total Equipment Available		N/A	\$444.28	per hour

No. 26 AIRPORT SIZE SNOW BLOWER

- capable of moving four thousand (4,000) tons of snow per hour

	Quantity	Rates		Unit
		Non-Emergency	Emergency	
Total Equipment Available		N/A	\$1,077.08	per hour

No. 27 LOG TRUCK + OPERATOR

- bed length - fourteen feet (14')

	Quantity	Base Rates		Unit
		Non-Emergency	Emergency	
Total Equipment Available		\$101.90	\$126.36	per hour

Rate per Attachment Option				
Attachment Option(s) and Total Quantity of Each Available	Quantity	Non-Emergency	Emergency	Unit
<input type="checkbox"/> Self-loading Grapple		\$113.11	\$165.08	per hour

OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A

No. 28 TRUCK TRACTOR WITH WALKING FLOOR TRAILER + OPERATOR

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$139.60	\$151.83	per hour

No. 29 BUCKET TRUCK + OPERATOR
- must have a minimum forty-five foot (45') or high work height

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$101.90	\$138.58	per hour

No. 30 NINE INCH (9") CAPACITY WOODCHIPPER (with auto feed)

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$37.70	\$50.95	per hour

No. 31 TWELVE INCH (12") CAPACITY WOODCHIPPER (with auto feed)

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$58.08	\$76.43	per hour

No. 32 SIXTEEN INCH (16") CAPACITY WOODCHIPPER (with auto feed)

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$76.43	\$101.90	per hour

No. 33 TUB GRINDER + OPERATOR (10' to 11' tub diameter)

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
<u>Total Equipment Available</u>		\$253.73	\$348.50	per hour

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 34 TUB GRINDER + OPERATOR (12' tub diameter)

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$380.09	\$475.87	per hour	

No. 35 HORIZONTAL WOOD GRINDER + OPERATOR (600 to 1,000 HP)

- grinder tooth replacement will be paid only when approved by the County

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$393.33	\$489.12	per hour	

<input type="checkbox"/> Grinder Replacement Teeth	N/A	\$36.68	\$36.68	per each
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No. 36 HORIZONTAL WOOD GRINDER + OPERATOR (1,001 HP or more)

- grinder tooth replacement will be paid only when approved by the County

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$443.27	\$540.07	per hour	

<input type="checkbox"/> Grinder Replacement Teeth	N/A	\$36.68	\$36.68	per each
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No. 37 SELF-PROPELLED ROADWAY CHIP SPREADER + OPERATOR

- equipped with a spread hopper twelve feet (12') in width or wider

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$235.39	N/A	per hour	

No. 38 STATIC STEEL WHEEL ROLLER (NON-VIBRATING) + OPERATOR

- rated at five (5) to seven (7) tons in weight

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$88.65	N/A	per hour	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

- No. 39 PNUEMATIC (RUBBER TIRE) ROLLER + OPERATOR**
- rated at nine (9) to fifteen (15) tons in weight

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$88.65	N/A	per hour	

- No. 40 ROADWAY MILLING MACHINE + OPERATOR(S) & WATER**
- ROADTEC RX-50® milling machine or equal

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$6,640.82	N/A	per 8 hr day	

- No. 41 TRACKED ASPHALT MIX PAVER**
- equipped with a variable width screed adjustable from eight feet (8') to sixteen feet (16') in width

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$1,521.37	N/A	per 8 hr day	

- No. 42 MOTORIZED ASPHALT CURB MACHINE**

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$4,437.75	N/A	per 8 hr day	

- No. 43 LEAF VACUUM WITH CONTAINER**
- Old Dominion Brush Co. (ODB) Model LCT 600, 80 horsepower; Tarrant Windy 100, 80 horsepower; or equal

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$58.08	N/A	per hour	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

- No. 44 LEAF/LITTER VACUUM**
- Billy Goat brand or approved equal

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$54.01	N/A	per hour	

- No. 45 WATER TRUCK + OPERATOR**
- equipped with four thousand (4,000) gallon, or larger, water tank and full load of water

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$190.55	\$222.14	per hour	

- No. 46 COMBINATION FLUSHER/VACUUM TRUCK + OPERATOR**
- inclusive of water reclaimer and oil/grease separator
- minimum 2000 PSI, pumping seven gallons (7) to eight gallons (8) per minute

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$286.34	\$316.91	per hour	

- No. 47 ZERO TURN MOWER, TRAILER, AND OPERATOR**
- equipped with a forty-eight inch (48") or larger mowing deck

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$441.23	N/A	per 8 hr day	

- No. 48 SELF-PROPELLED WALK BEHIND MOWER + OPERATOR**
- equipped with a thirty-six inch (36") or larger mowing deck

		<u>Rates</u>		
Quantity	Non-Emergency	Emergency	Unit	
Total Equipment Available	\$328.12	N/A	per 8 hr day	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 49 SUPERVISOR WITH 4-WHEEL DRIVE VEHICLE

- equipped with a two-way radio and cellular phone

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Supervisor(s) Available		\$84.58	\$102.92	per hour

No. 50 LABORER

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Unskilled Labor Available		\$34.65	\$46.87	per hour
Total Skilled Labor Available		\$46.87	\$59.10	per hour

No. 51 CREW FOR MAINTENANCE OF TRAFFIC

- minimum four (4) person crew equipped with signs, stop & go paddles, flags, safety vests and two-way radios
- flaggers must be MDOT SHA and/or ATSSA certified; certification cards must always be with flagger

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Crew(s) Available		\$151.83	\$200.74	per hour

No. 52 STAKE BODY 4X4 TRUCK + ARROW BOARD & ATTENUATOR + OPERATOR

- 15 lamp; capable of displaying left, right, double arrow & caution
- may be truck mounted or trailered

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Equipment Available		\$126.36	\$150.81	per hour

No. 53 STAKE BODY 4X4 TRUCK ARROW BOARD + OPERATOR

- 15 lamp; capable of displaying left, right, double arrow & caution
- may be truck mounted or trailered

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Equipment Available		\$126.36	\$150.81	per hour

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 54 4X4 CHASER TRUCK + OPERATOR

- with fix mounted emergency amber flashing beacon light or lightbar, and signs

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
<u>Total Equipment Available</u>	\$47.89	\$60.12	per hour	

No. 55 STUMP GRINDING

- use of a thirty-five (35) horsepower to sixty-five (65) horsepower stump grinder required
- payment will be for each stump satisfactorily removed

	<u>RATE</u>	<u>UNIT</u>
<input type="checkbox"/> 6" to 17" Diameter	\$405.56	per each
<input type="checkbox"/> 18" to 35" Diameter	\$570.64	per each
<input type="checkbox"/> 36" to 60" Diameter	\$755.08	per each

No. 56 LIQUID APPLICATOR TRUCK + OPERATOR (500 to 1,499 gallons)

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
<u>Total Equipment Available</u>	\$112.09	\$117.19	per hour	

No. 57 CRANE (15 TON) + OPERATOR

- rated 30,000 lbs. or less
- rubber tired
- 5 hour minimum

	<u>Rates</u>			
Quantity	Non-Emergency	Emergency	Unit	
<u>Total Equipment Available</u>	\$203.80	\$280.23	per hour	

**OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES
ATTACHMENT A**

No. 58 CRANE (20 UP TO 25 TON CAPACITY) + OPERATOR

- rated from 40,000 up to 49,999 lbs.
- rubber tired
- 5 hour minimum

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Equipment Available		\$254.75	\$341.37	per hour

No. 59 CRANE (25 UP TO 45 TON CAPACITY) + OPERATOR

- rated from 50,000 up to 89,999 lbs.
- rubber tired
- 8 hour minimum

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Equipment Available		\$305.70	\$407.60	per hour

No. 60 CRANE (90 TON+ CAPACITY) + OPERATOR

- rated from 180,000 lbs.+
- rubber tired
- 8 hour minimum

	<u>Quantity</u>	<u>Rates</u>		<u>Unit</u>
		Non-Emergency	Emergency	
Total Equipment Available		\$484.03	\$738.78	per hour

END OF ATTACHMENT A

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ROAD EQUIPMENT SERVICES**

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. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

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

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

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6. CONTRACT ADMINISTRATION

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may

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appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

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

*Professional services contracts only

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

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

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

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

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

B. Payment Card Industry Compliance:

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

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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ROAD EQUIPMENT SERVICES**

- (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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ROAD EQUIPMENT SERVICES**

ATTACHMENT C

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Road equipment services – Supplement County’s Workforce During Emergency and Non-Emergency Conditions including 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 following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor’s obligation to provide the insurance coverage specified. The Contractor’s insurance shall be primary with the County’s being non-contributory. **Contract number must be identified on each certificate of insurance.**

Commercial General Liability

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

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

Business Automobile Liability

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

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Loading and unloading
- Applicable Hazardous Materials endorsements

Worker’s Compensation/Employer’s Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers’ Liability limits:

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

Subcontractor Requirements

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

Additional Insured

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

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Dept of Transportation / Highway Services
100 Edison Park Dr., 4th Floor
Gaithersburg, MD 20878

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ROAD EQUIPMENT SERVICES**

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); Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; Department of Veterans Affairs; or City of Baltimore.

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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.

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ROAD EQUIPMENT SERVICES**

**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); 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: _____

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Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

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

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

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

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

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

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

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

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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

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Full Waiver Approved:

Partial Waiver Approved:

_____ Date: _____ _____ Date: _____
Avinash G. Shetty, Director Avinash G. Shetty, Director
Office of Procurement 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:


Avinash G. Shetty, 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

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	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: _____			
<u>READ CAREFULLY BEFORE SIGNING</u>			

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

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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 providing late or inaccurate payroll records.

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(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 in addition to 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.

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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, please check the box(es) below that apply, and leave all of the other boxes blank.

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>

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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 also 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). The contractor must provide proof of its 501(c)(3) status (i.e.

Letter from the IRS). Accordingly, the contractor has completed the 501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c)(2). (**must also complete box B.4. above**)

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- D. 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.
- Note: A schedule C from the employer’s federal tax return may be required for verification purposes.**

- E. Sub-Contractors
It is the prime contractor’s responsibility to ensure all of its subcontractors adhere to the WRL. All subcontractors are required to submit quarterly payroll reports. It is the prime contractor’s responsibility to collect these payroll reports and submit them to wrl@montgomerycountymd.gov on a quarterly basis.

- I intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation.
- I do **NOT** intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Sub-Contractors, I understand that I am responsible for their quarterly payroll reporting.

F. Independent Contractors

- I intend to use Independent Contractors if I am awarded a contract as a result of this solicitation.
If this box is checked, you must complete the Wage Requirements Law Independent Contractor Certification (PMMD193) in order for your bid/offer to be considered. It can be found at: <https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>
- I do **NOT** intend to use Independent Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Independent Contractors, I understand and agree that I must complete the Wage Requirements Law Independent Contractor Certification (PMMD193). See above link.

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	

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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 all 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:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g., ABC Insurer, Inc. , HMO Medical and Dental)

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

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ATTACHMENT H

Supplemental List

Vendor Legal Business Name: _____

Attachment A contains equipment resources which the County anticipates would be requested for often recurring emergency and non-emergency operations. However, at times, the County may need road equipment/attachments that perform in similar scopes of service yet is not listed in Attachment A due to un-anticipated or infrequent use. If interested, the Applicant may list below any additional or specialized equipment/attachments capable of performing in similar scopes of service, that may be available for use upon request by the County.

For equipment listed below, Applicants must follow all contractual and insurance requirements as previously stated in this solicitation.

Please list the equipment, attachments (if applicable), the type of service the equipment will perform, available quantity and a proposed rate for each.

Additionally, there are occasions when the County may require specific parts and materials to facilitate both non-emergency and emergency operations similar to those outlined in this solicitation. Below, applicants are invited to list any relevant parts and materials within the service scope that could be made accessible to the County upon request by the Contract Administrator or designee.

DESCRIPTION	ATTACHMENTS / DETAILS	SERVICE TYPE	QUANTITY	RATE

OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES

ATTACHMENT I

Business Name:

Address:

City, State & Zip Code :

Phone Number :

E-Mail Address :

BILL TO

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

Invoice

INVOICE NUMBER
INVOICE DATE
TERMS
DUE DATE

Depot Location:	
Inspector:	

SERVICE DATE	SERVICED PERFORMED	ITEM DESCRIPTION	REPORTING TIME	EQUIPMENT QUANTITY	STANDBY HOURS	STANDBY RATE	WORKING HOURS	WORKING RATE	TOTAL
			TIME IN:						
			TIME OUT:						
			TIME IN:						
			TIME OUT:						
			TIME IN:						
			TIME OUT:						
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Thank you for your business!

Balance Due \$ -

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

TITLE:

SIGNATURE:

Date:

OPEN SOLICITATION #1165336
ROAD EQUIPMENT SERVICES

ATTACHMENT J

Contractor Contact Information

There are various reasons Montgomery County may need to communicate with each Contractor. To address all factors which may be applicable, please provide a minimum of one phone and one email contact for each role listed below. In circumstances where one representative is the contact for multiple roles, please enter the representative's contact information accordingly. A contract will not be executed without this required information.

PRIMARY ADMINISTRATIVE CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____

SECONDARY ADMINISTRATIVE CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____

PRIMARY FIELD OPERATIONS CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____

SECONDARY FIELD OPERATIONS CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____

PRIMARY 24-HOUR EMERGENCY CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____

SECONDARY 24-HOUR EMERGENCY CONTACT:

Name: _____ Title: _____
Email: _____ Phone: _____



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #1
Open Solicitation 1165336
May 20, 2024

PAGE 1 OF 2 FOR THE PROCUREMENT OF: **Road Equipment Services**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR
PRIOR TO CONTRACT EXECUTION. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE
CAUSE TO REJECT YOUR APPLICATION.

DESCRIPTION OF AMENDMENT:

Replace Attachment C with Revised Attachment C (Mandatory Insurance Requirements)

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE
TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED
INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY: Karen DeS /for
Avinash G. Shetty, Director
Office of Procurement

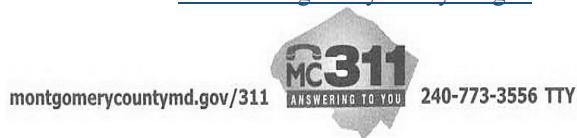
NAME OF BIDDER: _____
(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN BID: _____
(Type or Print)

BIDDER'S SIGNATURE: _____ DATE: _____

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov





OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #2
Open Solicitation #1165336
July 1, 2025

PAGE 1 of 17 FOR THE PROCUREMENT OF: **Road Equipment Services**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF AMENDMENT – THE FOLLOWING CHANGES ARE APPLICABLE TO OPEN SOLICITATION #1165336.

Effective October 1, 2025, Replace Pages A4-A19 with Revised Pages A4- A19

THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED “SOLICITATION AMENDMENT” IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:  /for
Avinash G. Shetty, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or Print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR’S SIGNATURE: _____

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

Revised Attachment C
MANDATORY MINIMUM INSURANCE REQUIREMENTS

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

Commercial General Liability

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

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

Business Automobile Liability

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

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Loading and unloading
- Applicable Hazardous Materials endorsements

Worker's Compensation/Employer's Liability

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

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

Subcontractor Requirements

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

Additional Insured

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

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Dept of Transportation / Richard Dorsey
100 Edison Park Dr., 4th Floor
Gaithersburg, MD 20878