

SECTION IV - SPECIAL TERMS AND CONDITIONS**1. CONTRACT TERM**

The effective date of this Contract begins upon signature by the Director, Office of Procurement and ends after the satisfactory submission of the audit report and mutual agreement of the parties. Before the Contract ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. Contractor satisfactory performance does not guarantee renewal of the Contract.

2. DELIVERY

Delivery of a satisfactory audit report should not exceed one hundred and eighty (180) calendar days after receipt of a Notice to Proceed from the County. Delivery must be within normal business hours, Monday through Friday excluding County observed holidays.

3. FORCE MAJEURE

The Contractor shall not be liable to the County for any delay or failure of performance of this Contract if such delay or failure is caused by weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of the Contractor (each an "Event of Force Majeure"). If a delay or failure of performance by the Contractor is caused by an Event of Force Majeure, the Contractor shall notify the County and may be released without any liability from its performance under this Contract to the extent and for the period of time that such performance is prevented by the Event of Force Majeure.

4. FAILURE TO PERFORM/DELIVER

In the event of the Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required audit services and to charge, as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this Contract, or any other Contract with the County.

5. GENERAL CONDITIONS

The Contractor must comply with the General Conditions of Contract Between County and Contractor ("General Conditions") attached, incorporated by reference into and made part of this Contract as Section II. However, paragraph 21, Insurance, is superseded by the Mandatory Insurance Requirements in Attachment A.

6. INVOICES

All true and corrected invoices are to be sent to:
MCDOT/Division of Parking Management
Attn: Alex Kinyenje
100 Edison Park Drive, 4th Floor
Gaithersburg, MD 20878
240-777-8717

Or via email to: alex.kinyenje@montgomerycountymd.gov

7. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the Contractor. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

8. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law 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. Further information regarding the County's MFD program is contained in the

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

9. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Request For Quotation and any contract awarded pursuant to this Request for Quotation.

10. NAME AND SIGNATURE REQUIREMENTS FOR CONTRACTS

The correct and full legal business name of the Contractor must be used on the Contract. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (i.e., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by t/a (trading as) or d/b/a (doing business as), respectively. The signature on the Contract or amendment must conform to the following: All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Contractor.

11. NET PRICES

Prices are net, inclusive of all charges for performance of work as outlined herein. Prices are less Federal, State, and Local taxes.