

INFORMAL SOLICITATION # 1176583

Printing of Light Pole Banners. Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags

REISSUANCE AS NON-LSBRP

Solicitation # 1176583 was originally advertised under the Local Small Business Reserve Program (LSBRP) on Thursday, April 10, 2025 and closed on Friday, April 25, 2025. Montgomery County did not receive any viable LSBRP responses to the original advertisement.

To procure a viable vendor, the solicitation is being reissued as a non-LSBRP solicitation. Any vendor that meets the requirements of the solicitation and is registered to do business in, and in good standing with, the State of Maryland is encouraged to respond.

The re-advertisement period to submit a response is from May 6, 2025, to Tuesday, May 20, 2025. Please ensure all required information stipulated within the solicitation is submitted with your response.

If you have any questions, please contact Sidney Cooper or Merlie Deynes at Sidney.Cooper@montgomerycountymd.gov and Merlie.Deynes@montgomerycountymd.gov.

Solicitation Amendment # 2

Solicitation Amendment 1
Solicitation no. #1176583

April 22, 2025

PAGE 1 of 1 FOR THE PROCUREMENT OF: Printing of Light Pole Banners. Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags

DESCRIPTION OF AMENDMENT - THE FOLLOWING INFORMATION IS APPLICABLE TO THE SOLICITATION:

The following information is provided in response to vendor inquiries:

Offeror's Question and Answer

THERE ARE NO OTHER CHANGES.

THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS HAS NOT BEEN EXTENDED.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SIDNEY COOPER AT
Sidney.Cooper@montgomerycountymd.gov

Question 1: ***Do the flags need to be installed and removed on the day of the holiday?***

Answer: Preference is for flags to be installed one business day prior and taken down one business day after. If we request any potential change to the install schedule it will be communicated in advance.

Question 2: ***Would you also be able to provide some photos of the decorations which will be installed?***

Answer: Photos will not be provided. The decorations and banners include size specifications in the scope of work.

Question 3: ***Would we be able to place a bid but not for all of the items?***

Answer: The award selection method is total aggregate. You are required to submit a quote on all items.

INFORMAL SMALL PURCHASE SOLICITATION

#1176583

Printing of Light Pole Banners. Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags

ISSUE DATE: Thursday, April 10, 2025

SUBMISSION DEADLINE: April 25, 2025 by 5:00PM

The Montgomery County Department of Community Engagement Cluster is soliciting bids for (Printing and Purchase of Light Pole Banners, Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags). Bids must be submitted no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call/email the Department of Community Engagement Cluster at Merlie.Deynes@montgomerycountymd.gov to see if an extension may be granted.

If a bidder is not interested in submitting a bid at this time, the bidder should sign the Quotation Sheet, write/type "NO BID" on it, and return it to the Department of Community Engagement Cluster.

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

One original or copy of your proposal must be submitted to Sidney Cooper at Sidney.Cooper@montgomerycountymd.gov with a copy to Luisa Cardona at Luisa.Cardona@montgomerycountymd.gov.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Sidney Cooper, at Sidney.Cooper@montgomerycountymd.gov, or Luisa Cardona, at Luisa.Cardona@montgomerycountymd.gov.

TABLE OF CONTENTS

INFORMAL SMALL PURCHASE SOLICITATION.....	1
TABLE OF CONTENTS.....	2
LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE	3
SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP.....	4
PART I: SOLICITATION	5
PART II: BID.....	5
SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES	6
SECTION B. GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR.....	7
SECTION C. SPECIAL TERMS AND CONDITIONS	17
SECTION D. SCOPE OF SERVICE/WORK	20
ATTACHMENT A, QUOTATION SHEET	25
ATTACHMENT B, MANDATORY INSURANCE REQUIREMENTS (MIRs)	28
ATTACHMENT C, REFERENCES.....	30

LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

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

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

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

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

PMMD-173

INFORMAL SOLICITATION #1176583
Printing and Purchase of Light Pole Banners: Installation of Seasonal Light Pole Banners,
Snowflakes, Holiday Decorations and American Flags
SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

Solicitation # 1176853 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

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

If you have any questions, please contact Merlie Deynes, at merlie.deynes@montgomerycountymd.gov.

Informal #1176853	RETURN BID TO: Sidney.Cooper@montgo merycountymd.gov
-------------------	--

PART I: SOLICITATION

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED.

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The specifications/scope of work shown in Section D of this document.
3. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II: BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the time period prior to contract award.

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

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the 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 (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The bidder's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

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

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	
BIDDER'S E-MAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
SIGNATURE:	DATE:

SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT

The Intent of this Informal Solicitation is to solicit bids for the procurement of **Printing and Purchase of Light Pole Banners/Pendants: Installation of Seasonal Light Pole Banners/Pendant, Snowflakes, Holiday Decorations and American Flags** for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. BID SUBMISSION

Bids must be submitted no later than 5:00pm EST, Friday, April 25, 2025 to:
Sidney.Cooper@montgomerycountymd.gov

Bids submitted after 5:00pm EST, Friday, April 25, 2025 will not be considered.

Bidders MUST submitted the following documents:

- A. Completed SOLICITATION, BID AND AWARD SHEET, page 4
- B. Completed Attachment A
- C. Completed Wage Form – PMMD-177, if applicable
- D. Completed Minority, Female, Disabled Person Subcontractor Performance Plan-PMMD-65, if applicable
- E. References (Attachment C)

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Solicitation will not be binding on the County. Any information given to a bidder, in response to a request, will be furnished to all bidders as an amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

4. AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder is unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to the one bidder with the lowest responsive bids and who are responsible as determined by the Director, Office of Procurement. The lowest bid will be determined by the lowest aggregate price total set for on the Quotation Sheet.

6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

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

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

8. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

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

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

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

9. PROMPT PAYMENT DISCOUNT TERMS

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

10. BIDDER'S PAYMENT TERMS

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

11. QUALIFICATION OF BIDDERS

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

12. BID PREPARATION EXPENSES

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

SECTION B. GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under

this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

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

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

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

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

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

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

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a

County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>.

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to

the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and

effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

TABLE A. INSURANCE REQUIREMENTS

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

TABLE B. INSURANCE REQUIREMENTS

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

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment
<u>Certificate Holder</u> Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850				

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

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

B. Payment Card Industry Compliance:

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

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated

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

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

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

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

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

Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

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

2. COMPENSATION

The County will pay the Contractor in accordance with the unit price for storage installation and removal. For the printing of any new light banners the contractor shall provide a provide catalog discount. CEC has provided specifications of current banner printing but it is for illustration purposes only.

3. CONTRACT ADMINISTRATOR

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

The designated Contract Administrator for the Community Engagement Cluster is Sidney Cooper, and can be contacted at Sidney.Cooper@montgomerycountymd.gov

4. CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional one-year periods. The contract will automatically terminate once \$99,999 has been spent.

5. ANNUAL PRICE ADJUSTMENT

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

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

6. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and

contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.

The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.

The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.

The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.

The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.

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

The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County

has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.

All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.

The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.

The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

7. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to CEC.Finance@montgomerycountymd.gov with a copy to Sidney.cooper@montgomerycountymd.gov. Failure to promptly comply with this requirement must delay payment.

8. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

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

9. TRAVEL TIME

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

SECTION D. SCOPE OF SERVICE/WORK

1. BACKGROUND

Montgomery County Community Engagement Cluster (CEC) is seeking vendors who could provide printing and purchasing services for light pole banners throughout the year, as well as installation, removal and storage of seasonal light pole banners/pendants, snowflakes, holiday decorations and American flags. CEC anticipates using these services primarily for the Wheaton Urban District but reserves the ability to add additional locations as needed. Please note that the words banners or pendants are used interchangeably throughout this document and is meant to identify a rectangular or triangular banner designed to be displayed on street and light poles, often used for advertising, events, or decorations. The specifications below are provided to be the general standard but CEC reserves the right to reasonably replace/change specifications as needed. Light pole banners, flags, and snowflakes and all corresponding pieces may be referred to as "equipment".

2. SCOPE OF SERVICES

SERVICE REQUIREMENTS: CEC requires a vendor that can provide banner printing and installation, removal and storage of banners, snowflakes, flags, and holiday decorations. Additional holiday decoration services that are not outlined below may be needed from time to time.

- A. **Banner Printing:** Printing specifications provided below are provided for illustrative purposes only. Vendor shall provide a catalog which demonstrates they are able to meet the exact or similar specifications provided below.

A.1. **Banner fabric specifications:**

- A.1.1. The fabric shall be 100% solution dyed acrylic or equal material.
- A.1.2. Fabric shall be water-resistant and repellant, UV-resistant and mildew resistant.
- A.1.3. The fabric breaking strength shall be 282 lbs / 5cm Warp; 6 lbs / 5cm fill (test method 191A 5100).
- A.1.4. The fabric tear strength shall be 9 lbs / 5cm Warp; 6 lbs / 5cm fill (test method 191A 5134)
- A.1.5. The manufacturer of the fabric must warranty the fabric under a 5-year limited "awning warranty"

A.2. **Sizing**

- A.2.1. 18x36" 18 oz vinyl banner (or equal material)
- A.2.2. 30x94" 18 oz vinyl banner (or equal material)

A.3. **Banner ink specifications**

- A.3.1. Banner inks shall be UV-resistant, permanent pigment inks that will bond to the fabrics.
- A.3.2. Ink must not crack or peel under exterior exposure and must be formulated for utmost compatibility with the fabrics to be used
- A.3.3. Ink used must be comprised of raw materials that contain less than 0.66% lead
- A.3.4. The UV properties must allow at least one full year of exposure with no more than 10% fade.
- A.3.5. The banner ink must be warranted for 5 years against fading
- A.3.6. All screen-paint ink for use on woven textile fabrics is to be opaque and non-bleeding.
- A.3.7. Options of 2 color , 4 color, or full color

A.4. **Banner fabrication specifications**

- A.4.1. Width of banners are to be a nominal dimension of 30".
- A.4.2. Length of banners are to be an actual dimension of 94".
- A.4.3. Banner is measured while laying flat and includes the finished hems.
- A.4.4. The top and bottom hems are to be 3 ½" W and open at both ends.
- A.4.5. The hem stitching is to be double-needle stitching at both the top and bottom using a #138 polyester or nylon-bonded threads in color that matches the fabric color.

A.4.6. A solid brass, number two (#2) spur grommet is to be placed at the inner edges of the banner at both the top and bottom with the center of the grommet within 1" of the side edge

A.4.7. Material sample may be requested

A.5. Banner artwork

A.5.1. The County will provide the contractor camera-ready artwork for the banners. The contractor may be required to perform some fine tuning of the artwork to insure it is sized correctly, etc. All necessary artwork and set-up charges shall be included the catalog price discount.

B. Light Pole Banner and Snowflake Installation, Removal and Storage

B.1.1. Light Pole Banner and Snowflake Installation Timeline: The Contractor must follow the installation schedule below:

- 1st Monday in March remove Winter banner and snowflakes – install Spring banner
- 3rd Friday in May remove Spring banner – install Summer banner
- 1st Monday in September remove the Summer banner – install Fall banner
- Last Monday in November remove Fall banner – install Winter banner and snowflakes

B.1.2. Light Pole Banner Installation Instructions

B.1.2.1. The Contractor must install banner, slide banner (top hem) on rod completely covering metal sleeve at base of rod. Each rod has a pronounced upward slant. The Contractor must secure banner with wire ties connecting brass grommets (top and bottom to streetlight pole for security measures).

B.1.2.2. The Contractor must tighten bottom rod (up bottom) in place using desired amount of tension on banner. Each bottom rod shall be rocked by hand into position. No tools are required for this procedure. Excessive force (hammering) will damage castings. "Rock" the rod assembly in the casting slot by pushing down on the end of the fiberglass rod and at the same time pressing the metal sleeve (at base of rod) downward. The rod will remain in position to allow tightening of the two sets.*

B.1.3. Snowflake Installation Instructions

B.1.3.1. Insert bands through slots on side of Faceplate

B.1.3.2. Place faceplate on pole: the end with the large opening goes faces downward

B.1.3.3. Lift hexhead screw at a 90 degree angle to band; insert end of band strap under hexhead screw

B.1.3.4. Pull band tight; push hexed screw down onto strap and then tighten to 30 In. LBS

B.1.3.5. Placing bottom of snowflake backbone into open slot on faceplate; set unit up and over the top of the faceplate

B.1.3.6. Snowflake is plugged into existing outlet.

B.2. Amounts:

B.2.1. Banners: The estimate number of streetlight poles is over 100, with one banner per pole.

B.2.2. Snowflakes: Fifty (50) 60" snowflakes to be installed on every other pole.

B.3. Locations: See page 24 for information on the location of the poles where the banners and snowflakes are to be installed.

B.3.1. New locations: When adding new locations for seasonal light pole banners, snowflakes, holiday decorations or American flags installations, the County will proceed with a contract amendment.

B.3.2. When removing a location, the County will notify the contractor 7 working days, but no contract amendment will be processed.

B.4. Removal: The contractor must remove the existing banners and snowflakes (when in season) and install the next seasonal banners within 24 hours (one business day).

B.4.1. To remove banner, simply rock arm and release tension caused by banner (press fiberglass end down while raising the opposite end of rod in casting slot).

B.5. Storage: The contractor shall properly store all banners and snowflakes in a facility that is secure from the elements and potential destruction by human or animal.

B.5.1.1. The contractor shall be responsible for any damage from improper storage, installation or removal.

B.5.1.2. CEC shall be responsible for any damage due to regular wear and tear.

B.5.1.3. The contractor shall notify the contract monitor of any pieces that are broken or require repairs at least 3 weeks prior to the install date.

B.6. Replacement: The contractor shall replace banners and snowflakes as needed replace broken brackets, rods and/or faceplates as needed.

B.6.1. Replacement shall be supplied by the County when applicable per section B.5.1.1-

B.5.1.3. The contractor must replace missing or broken brackets, rods and/or banners within 72 hours after notification from the County.

B.6.2. The contractor must replace missing or broken faceplates and/or snowflakes within 72 hours after notification and being provided with replacement from the County.

B.6.3. The contractor shall notify CEC if any light poles are nonfunctional within 24 hours of installation. CEC will ensure that the light poles are repaired. CEC will notify the contractor once repaired and the contractor and contract administrator shall set a date to plug in the repaired light pole.

B.6.4. CEC reserves the right to change parts should the need arise and will provide the contractor at least 2 weeks notice.

C. Flag Installation

C.1. Flag installation timeline:

- Memorial Day
- Fourth of July – July 4th
- Veterans Day – Nov. 11
- If schedule date of service falls on a weekend, service shall occur the following Monday.

C.2. Flag installation instructions

C.2.1. Insert pole in flag bracket and tighten set screw against pole to secure in place. (Set screws must be supplied by the Contractor)

C.2.2. Flag poles will also be secured to the flag bracket with white electrical tap.

C.3. Locations: See page (24) for the location of the 30" vehicular streetlight poles where the flags are to be installed.

C.4. Amounts

C.4.1. The total number of poles to receive the flags **is over 100 with two flags per pole.**

C.4.2. There is a total of **over 200 American Flags on over 100 poles with 2 flags per pole.**

C.5. Removal:

C.5.1. Flags must be installed by 9:00 a.m. and removed by 8:00 p.m. on the date indicated in the above schedule unless otherwise instructed by Contract Administrator or designee.

C.6. Storage: The contractor shall properly and respectfully store all flags in a facility that is secure from the elements and potential destruction by human or animal.

C.6.1.1. Contractor shall be responsible for any damage from improper storage, installation or removal.

C.6.1.2. CEC shall be responsible for any damage due to regular wear and tear.

C.6.1.3. Contractor shall notify the contract monitor of any pieces that are broken or require repairs at least 3 weeks prior to the install date.

D. Holiday Decorations

D.1. Installation Timeline

D.1.1. Last Monday in November

D.2. Installation Instructions

Holiday decorations are one large snowflake, ten ball ornament stack, a 12' holiday tree, and large reindeer that are to be displayed at Marian Fryer Plaza stage.

D.2.1. All have lighting that will need to be plugged into the stage.

D.2.2. Decorations must be weighted to prevent falling over from the wind, but the stage may not be damaged.

D.3. Amounts

D.3.1. One large snowflake, ten large ball ornaments, one holiday tree, and two large reindeer

D.3.2. Decorations may be added or replaced by CEC.

D.4. Removal

D.4.1. Third week of January

D.5. Storage

D.5.1. The contractor shall properly store all decorations facility that is secure from the elements and potential destruction by human or animal.

D.5.2. Contractor shall be responsible for any damage from improper storage, installation or removal.

D.5.3. CEC shall be responsible for any damage due to regular wear and tear.

D.5.4. Contractor shall notify the contract monitor of any pieces that are broken or require repairs at least 3 weeks prior to the install date.

E. Stipulations

E.1. Equipment: CEC reserves the right to reasonably change/replace any of the above identified equipment/parts and shall provide the contractor at least four weeks notice.

E.2. Deadlines: Any of the above-mentioned deadlines are subject to weather conditions. The contractor should communicate immediately with contract monitor if they are unable to meet any deadlines and shall work with the contract monitor to identify a new date. The new date should not be more than 15 days out from the original deadline unless written approval is provided by the contract monitor.

E.3. Contractor shall return to CEC or a CEC approved contractor all of the provided equipment (banners, snowflakes and flags) 30 days prior to the conclusion of the contract term.

E.4. CEC may need the contractor to provide services not outlined in the above scope which fall in line with holiday decorations such as hanging a street banner across a main road. For these services CEC request the contractor provide a discounted hourly rate.

F. Sample Inventory of lamp posts that should carry banners and snowflake and flags in the Wheaton Urban District:

Area	Side 1	Side 2
11100 block of Georgia Ave:	East side: 13	West side: 11
11200 block of Georgia Ave:	East side: 5	
11400 block of Georgia Ave:	East side: 8	West side: 9
11500 block of Georgia Ave:	East side: 6	West side: 5
11100 block of Veirs Mill Rd south of Reedie:	East side: 10	West side: 5
11100 block of Veirs Mill Rd North of Reedie Dr:	West side: 6	
Reedie Dr Westfield Mall entrance:	North side: 2	South side: 2
2300 block of University Blvd:	North side: 5	

2400 block of University Blvd:	North side: 6	
2500 block of University Blvd:	North side: 4	
11400 block of Elkin St:	East side: 1	West side: 1
11200 Block of Grandview Ave	North Side: 8	South Side:

3. COUNTY'S RESPONSIBILITIES

The County shall provide transfer of all existing inventory of snowflakes, banners, flags, and holiday decorations for the contractor to store. The County shall provide any required replacement of equipment based on regular wear and tear. The County shall provide access to the light poles and stage. The County shall provide access to working outlets and make any necessary repairs. The County shall provide a contract monitor that will be charged with working directly with the contractor and troubleshooting any issues.

4. REPORTS

- A. Contractor shall provide a written document after each installation or removal noting work done and identifying any issues like broken pieces or non-working lights within 48 hours or installation, removal or storage.
- B. Contractor shall provide invoices for services rendered at least 15 days after service.
- C. Contractor shall provide detailed invoices that notes what the activity was (installation of snowflakes and banners ect) and the numbers.

5. CONTRACTOR'S QUALIFICATIONS

- A. Contractor shall have at least three years' experience and have all the necessary equipment to safely reach the light poles. Contractor shall be able to demonstrate enough staff or subcontractors to meet all the of the above deadlines and full scope of work.

6. INFORMATION SECURITY

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

WEB-LINKS FOR DOCUMENTS AND FORMS:

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

ATTACHMENT A, QUOTATION SHEET

The County does not guarantee that any or all of the services listed in this solicitation may be ordered. Vendors, please note the request is to provide an install quote and a repairs/supplemental hourly rate (attachment A) and a catalogue base price with discount (attachment B). Vendors may provide prices for some services or both. CEC will only be able to contract for services for which a vendor provides a quote for.

Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags. Prices listed below are inclusive of **ALL** costs for installation.

Description	Estimated Quantity	Unit Price	Proposed Price
Faceplates			
Install/replace faceplates for snowflakes as needed, when installing snowflakes	1X	Price per faceplate	
Install/replace faceplates for snowflakes as needed, during season	10X	Price per faceplate	
Install/replace faceplates for snowflakes as needed, during season	50X	Price per faceplate	
Banners			
Install and remove	1X	Price per banner	
Install and remove	10X	Price per banner	
Install and remove	50X	Price per banner	
Flags			
Install and remove flags	1X	Price per flag	
Install and remove flags	100X	Price per flag	
Install and remove flags	200X	Price per flag	
Snowflakes			
Install and remove snowflakes	50X	Price per snowflake	
Install and remove snowflakes	100X	Price per snowflake	
Install and remove snowflakes			
Install Stage Holiday Decorations			
Install Holiday Décor. Please base the price on 6 large decoration pieces. For example, one large snowflake, ten large ball ornaments, one holiday tree, and two large reindeer)	1X	Price per install	
Remove Holiday Décor. Please base the price on 6 large decoration pieces. For example, one large snowflake, ten large ball ornaments, one holiday tree, and two large reindeer)	1X	Price per removal	

**Quantities include one banner per pole x4 seasonal changes per year. Two American flags per pole on Memorial Day, Independence Day and Veterans Day. One snowflakes every other pole during winter banner installation. Additional banner installation/removals may be requested at the unit price quoted above.*

(CONTINUEs ON PAGE NEXT PAGE, MUST COMPLETE BOTH PAGES FOR ATTACHMENTA)

Aggregate Amount of Unit Prices Extended by the Quantities Set Forth above:
\$ _____

REPAIRS/SUPPLEMENTAL REQUEST

For repairs or any supplemental request needed by CEC that fall within the scope of holiday decorations, provide an hourly labor cost with a general discount.

Hourly Labor Cost: \$ _____
Discount: \$ _____

QUOTATION FOR CATALOGUE.

Percentage Discount from Current Price List for Banners, snowflakes, and any additional holiday decorations: _____%

Name and Date of Current Published Catalog: _____

Name and Date of Current Published Price List: _____

Please attach a catalogue or a link to a catalogue.

ATTACHMENT B
MANDATORY INSURANCE REQUIREMENTS (MIRs)

MANDATORY MINIMUM INSURANCE REQUIREMENTS – *Printing of Light Pole Banners. Installation of Seasonal Light Pole Banners, Snowflakes, Holiday Decorations and American Flags*

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, two million dollars (\$2,000,000) in the 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

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's 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
Community Engagement Cluster / Luisa Cardona
21 Maryland Ave.
Rockville, Maryland 20850

**ATTACHMENT C,
REFERENCES**
(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____