Local Small Business Reserve Program (LSBRP) Notice

Invitation for Bids
#1010030
for
Parking Garage Sweeping and Miscellaneous Cleaning Services

This solicitation is reserved for only self-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, and the level of pre-existing contracts with the County. Submitting a bid constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's due date. If your LSBRP self-certification is not registered prior to the bid's due date, then your bid will be deemed non-responsive and rejected. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."

2. After the IFB opens and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
   - all of its 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 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 LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected. For questions, contact the LSBRP (240-777-9913).

Notice to Bidders

Invitation for Bids
#1010030
Parking Garage Sweeping and Miscellaneous Cleaning Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #26, under Section A, "Services Contract", on page A, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for non-responsiveness.

As noted in Attachment "C" (Section A, page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law that is attached. Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/OBRC, and clicking on "Living Wage" Requirements Law.

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166, prior to the date and time specified in the attached solicitation.

The County will not accept fax bids. Fax bids will be returned to the bidder.

Please note the **Name and Signature Requirements** located on the Solicitation, Bid & Award Sheet. Failure to sign your bid as required may be cause for your bid to be deemed **non-responsive**.

Please note the Mandatory Bid Submissions on Page B. The checked items must be submitted with your bid. Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

Please note the method of award stated in this solicitation on Page A and Page 1, in Section A, Item #3.

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180
ROCKVILLE, MARYLAND 20850-4166

IFB#:	1010030	OPENING DATE:	September 19, 2011	OPENING TIME:	11:00 A.M.
FOR:	Parking Garage Sweeping and Miscellaneous Cleaning Services			ISSUE DATE:	August 19, 2011

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1		BID GUARANTEE: A bid guarantee of N/A is required for this bid.
2	X	INTENT: A. X B. _____
3	X	METHOD OF AWARD A. _____ B. X C. _____ D. _____ E. _____ (other)
4	X	OPTIONAL PRE-BID CONFERENCE Date: 8/31/2011 Time: 11:00 A.M. Location: 1109 Spring Street, Suite 407 Silver Spring, MD 20910
5		OR EQUAL INTERPRETATION
6	X	QUESTIONS: **Technical Contact**: **Richard Potts** (Parking Garage Sweeping) 301-565-7381, and **Heriberto Bello** (Miscellaneous Cleaning Services) 301-565-7388 **Non-Technical Contact**: **Javier Torres** 240-777-9934
7		SAMPLES
26	X	**SERVICES CONTRACT** (see "NOTICE TO BIDDERS" for website of the current wage rate)
27		**CONSTRUCTION CONTRACT** (see Attachment D)

All provisions in the solicitation, including Section A, numbers 8 through 25, shall be applicable to any contract awarded as result of this solicitation.

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation and resultant contract are listed on Attachment E. These requirements supersede those listed in provision 21 of the General Conditions of Contract Between County and Contractor.

SECTION C – SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1	X	ADD OR DELETE
2	X	ANNUAL PRICE ADJUSTMENT A. _____ Commodity/Service Group: _____ B. X All Items
3		CATALOG DISCOUNT PRICES
4		CATALOG/PRICE LIST REQUIREMENTS
5		CERTIFICATE OF ORIGIN
6	X	CLEANING OF SITE
7	X	CONTRACT ADMINISTRATOR
8	X	CONTRACT TERM X A. _____ B. Other: _____
9		CONTRACT VALUE
10		CONTRACTOR RESPONSE
11	X	CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13		DAMAGE/SHORTAGE
14		DEALER STATUS
15	X	DELAYS AND EXTENSION OF TIME
16		DELIVERY INSTRUCTIONS
17	X	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S): DOT/Division of Parking Management
18		EQUIPMENT PREPARATION
19		ESTIMATES
20	X	FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY

22	X	INVOICES – Charles Menter, Property Manager II 1109 Spring Street, Suite 407 Silver Spring, MD 20910 Phone # 301-565-7381, Fax # 301-565-7391 All true and correct copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.
23		LABOR COSTS
24		MANUALS
25	X	MATERIAL AND WORKMANSHIP
26		MATERIALS
27	X	METHOD OF ORDERING
28		MULTIPLE AWARDS
29	X	NET PRICES
30		NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	X	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS

35	X	PERFORMANCE BOND: In the amount of $25,000 is required for **GROUP 1** only.
36		(this provision has been intentionally left blank)
37	X	PROTECTION OF EXISTING FACILITIES
38	X	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40		QUANTITIES
41		SAFETY STANDARDS
42		SERVICE
43	X	SITE INSPECTION
44	X	TRAVEL TIME (Group 2)
45		WARRANTY
46	X	BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN
47	X	MATERIALS (MISCELLANEOUS CLEANING SERVICES)
48	X	PAYMENTS
49	X	QUANTITIES
50	X	INVESTIGATION

MANDATORY SUBMISSIONS:

a. **BID SUBMISSIONS**:
The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply:

_____ Current Manufacturer catalog(s) _____ Descriptive Literature _____ Other:

_____ Price List(s) _____ Delivery Schedule _____ Bid Guarantee (see pages A & 1)

XX **Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C)**

XX **"SOLICITATION, BID AND AWARD SHEET" (including page E; and pages E-1 for Group 1, and E-2 for Group 2 - Quotation Sheets).**

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

(Bidders Must Complete the **NAME & SIGNATURE REQUIREMENTS** in Part II on the Solicitation, Bid and Award Sheet, Page E)

b. **AWARD SUBMISSIONS**:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation, must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

XX Performance Bond for Group 1 only (See Pages B & 10)

Certificate of Insurance (see Mandatory Insurance Requirements contained in Attachment E).
XX Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.

XX Wage Requirements Certification of Posting Notice

XX Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), If requested in the Intent to Award notice.

XX Exposure Control Plan (see Section C.46 on page 11)

Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non-responsible.

OPTIONAL SUBMISSIONS
The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation), are requested to be **submitted with your bid reply**:

XX Minority Business Program & Offeror's Representation (See Attachment A)

Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B) (To ensure a contract can move
XX **forward as a result of this solicitation, the plan needs be submitted with your bid.)**

XX Metropolitan Washington Council of Governments Rider Clause (See Page D)

XX Exposure Control Plan (see Section C.46 on page 11)

XX References (See Below)

REFERENCES (at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled non-responsible or non-responsive by the Director, Department of General Services or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____

   Address: _____ City: _____ ST: _____ Zip: _____

   Contact Person: _____ Phone: _____

2. Name of Firm: _____

   Address: _____ City: _____ ST: _____ Zip: _____

   Contact Person: _____ Phone: _____

3. Name of Firm: _____

   Address: _____ City: _____ ST: _____ Zip: _____

   Contact Person: _____ Phone: _____

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION
		Alexandria, Virginia
		Alexandria Public Schools
		Alexandria Sanitation Authority
		Arlington County, Virginia
		Arlington County Public Schools
		Bladensburg, Maryland
		Bowie, Maryland
		Charles County Public Schools
		College Park, Maryland
		Culpeper County, Virginia
		District of Columbia
		District of Columbia Courts
		District of Columbia Public Schools
		District of Columbia Water & Sewer Authority
		Fairfax, Virginia
		Fairfax County, Virginia
		Fairfax County Water Authority
		Falls Church, Virginia
		Fauquier County Schools & Government, Virginia
		Frederick, Maryland
		Frederick County, Maryland
		Gaithersburg, Maryland
		Greenbelt, Maryland
		Herndon, Virginia
		Leesburg, Virginia
		Loudoun County, Virginia
		Loudoun County Public Schools
		Loudoun County Sanitation Authority
		Manassas, Virginia
		City of Manassas Public Schools

YES	NO	JURISDICTION
		Manassas Park, Virginia
		Maryland-National Capital Park & Planning Commission
		Metropolitan Washington Airports Authority
		Metropolitan Washington Council of Governments
		Montgomery College
		Montgomery County, Maryland
		Montgomery County Public Schools
		Northern Virginia Community College
		OmniRide
		Potomac & Rappahannock Transportation Commission
		Prince George's County, Maryland
		Prince George's County Public Schools
		Prince William County, Virginia
		Prince William County Public Schools
		Prince William County Service Authority
		Rockville, Maryland
		Spotsylvania County Schools
		Stafford County, Virginia
		Takoma Park, Maryland
		Upper Occoquan Sewage Authority
		Vienna, Virginia
		Virginia Railway Express
		Washington Metropolitan Area Transit Authority
		Washington Suburban Sanitary Commission
		Winchester, Virginia
		Winchester Public Schools

_____
Vendor's Name

IFB #1010030	**MONTGOMERY COUNTY, MARYLAND** **Parking Garage Sweeping and Miscellaneous Cleaning Services** SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE SUITE 180 ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN **ORIGINAL AND 1 COPY** TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEETS WLL BE RECEIVED UP TO **11:00 A.M.** LOCAL TIME ON **9/19/2011**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

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 "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheets.

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time 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 above time period prior to contract award.

The County's Standard Payment Terms are Net 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 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. 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 for method of award purposes.

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

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct legal business name of the bidder 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 bidder'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 offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:
BIDDERS E-MAIL ADDRESS:	

ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	
Amendment No./Date	Amendment No./Date

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):
SIGNATURE OF ABOVE PERSON: DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: **YOUR CONTRACT NUMBER IS:**

MONTGOMERY COUNTY, MARYLAND

BY _____ _____ _____

PRINTED NAME OF CONTRACTING OFFICER SIGNATURE OF CONTRACTING OFFICER AWARD DATE

PMMD-56 Rev05/10

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

QUOTATION SHEET

Bidders May Bid on Either or Both Groups 1 and/or 2

This Quotation Sheet must be filled in by the Bidder. In the event of a discrepancy between the unit price (unit cost per square foot) and the Aggregate Extended Annual Estimated Amount, the unit price will govern.

GROUP 1 – PARKING GARAGE SWEEPING SERVICES

Prices listed below are inclusive of all costs, i.e., direct labor, supervision, materials, general and administrative overhead, taxes, bonds, insurance, profit, and the cost of the equipment that is normal and customary (trucks, tools, etc.).

ITEM	DESCRIPTION	UNIT COST PER SQUARE FOOT	X	ESTIMATED SQUARE FOOTAGE	X	ESTIMATED ANNUAL FREQUENCY	=	AGGREGATE EXTENDED ANNUAL ESTIMATED AMOUNT
1	Sweeping	$ _____/sf	X	4,350,000	X	26/year	=	$ _____

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

_____

Name of Subcontractor: _____

Address: _____

_____

Telephone #: _____

IFB #1010030

QUOTATION SHEET (continued)

Bidders May Bid on Either or Both Groups 1 and/or 2

GROUP 2 - MISCELLANEOUS CLEANING SERVICES

This Quotation Sheet must be filled in by the Bidder. In the event of a discrepancy between the unit price and the extended price, the unit price will govern.

ITEM	LABOR CLASSIFICATION DESCRIPTION	UNIT PRICE	X	ANNUAL ESTIMATED PERSONNEL	X	ANNUAL ESTIMATED HOURS	=	EXTENDED PRICE
1	Working Supervisor (Regular Rate)	$ _____/hr	X	3	X	2,500	=	$ _____
2	Helper (Regular Rate)	$ _____/hr	X	9	X	2,500	=	$ _____
3	Working Supervisor (Overtime Rate)	$ _____/hr	X	3	X	2,500	=	$ _____
4	Helper (Overtime Rate)	$ _____/hr	X	9	X	2,500	=	$ _____
TOTAL AGGREGATE ANNUAL AMOUNT OF THE UNIT PRICES EXTENDED (Items 1 through 4)							=	$ _____

Hourly Labor Rates:

The hourly rates shall be in accordance with the following:

- Inclusive of all costs, i.e., direct labor, supervision, general and administrative overhead, taxes, insurance, profit, and the cost of equipment that is normal and customary (trucks, loaders, etc.).
- Applicable on an "on-site" basis and not a " portal-to-portal" basis for each item bid.
- Overtime rates shall apply, subject to County approval, only after eight (8) working hours within a twenty-four (24) hour period have been exceeded for actual County work performed by each crew designation.

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

_____

Name of Subcontractor: _____

Address: _____

_____

Telephone #: _____

IFB #1010030
MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES
(Numbers 1-7, 26 and 27 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. Please see the cover sheet for the amount required for the bid guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

A. The Intent of this Invitation for Bids is to establish a Fixed Price Contract for the purchase of services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications and/or Scope of Work, and Quotation Sheet contained herein.

B. The Intent of the Invitation to Bid is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Department of General Services, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

3. METHOD OF AWARD

A. The contract will be awarded to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.

B. The contract will be awarded by group to the responsible bidder submitting the lowest responsive bid as determined by the Director, Department of General Services. The lowest bidder is determined by the aggregate amount by group of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.

C. The contract will be awarded to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the lowest unit price bid.

D. The contract will be awarded by line item to the lowest responsive and responsible bidder as determined by the Director, Department of General Services.

E. The contract will be awarded by any other Method of Award as stated on the Bid Cover Sheet.

Regardless of which Method of Award is selected for this bid (items A-E), THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County.

Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials and supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste, and authorizes the use of a percentage price preference. The percentage price preference for this solicitation is stated on the cover sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

4. OPTIONAL PRE-BID CONFERENCE

One optional Pre-Bid Conference will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference. For information regarding the date, time, and place of the conference, please see the Bid Cover Sheet.

5. OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

6. QUESTIONS

All technical and non-technical questions pertaining to this Invitation for Bids should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

7. SAMPLES

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered non-responsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

8. ACCEPTANCE TIME
By submission of an offer under this solicitation, the offeror agrees that the County has 120 days of acceptance time in which to issue an award. The County reserves the right to reject as non-responsive any offer that specifies less than 120 days of acceptance time.

9. ALTERNATE OFFERS
Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

10. AWARD OR REJECTION OF BID

A. Failure to enclose and submit requested data, surety or other documents in the sealed bid return envelope as may be requested herein may be cause for rejection of the bid.

B. The County reserves the right to accept or reject any or all bids, or portion thereof, to waive informalities and minor irregularities and to award the Contract in the best interest of the County.

C. Conditional or qualified bids are subject to rejection.

D. 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 unable to perform the requirements of the contract.

11. 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.

12. BID PROTESTS
All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of $500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Department of General Services, may return the filing fee to the protesting bidder, if the protest is sustained.** The Director, Department of General Services, must dismiss any protest not timely received.

Only a bidder who is "aggrieved" may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

13. BID WITHDRAWAL/MODIFICATION
Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

14. BIDDER'S PAYMENT TERMS
The County will reject as non-responsive a bid under this solicitation, 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 proper invoices in less than thirty (30) days.

15. BIDS
Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike, Rockville, MD 20850, for the purchase of Supplies, Material, Equipment and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at:
http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp

16. ERRORS IN BIDS

A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.

B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.

C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.

D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

17. JOINT PROCUREMENT (Optional Use of the Contract)
The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder under the jurisdictions own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

18. 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, Disabled Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY PROCUREMENT REGULATIONS
The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Suite 180, Rockville, Maryland 20850. The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at:
www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp

20. 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 an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No 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.

21. 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.

22. PROPRIETARY & CONFIDENTIAL INFORMATION
This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees with regard to any portion of the proposal that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

23. QUALIFICATION OF BIDDERS
Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

24. SOLICITATION AMENDMENTS
In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

(a) By returning one signed copy of the amendment either with your bid or by sending it separately to the Office of Procurement.

(b) By acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet that is submitted.

(c) By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

A waiver may be granted by the Director, Department of General Services, if deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

25. VERBAL EXPLANATIONS
Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this 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 offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

26. SERVICES CONTRACT (County Code 11B-33A)
Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for non-responsiveness.

27. PREVAILING WAGE (County Code §§11B-33C, and 20-75)
The prevailing wage law applies to all construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage

Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").
An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

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.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland 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. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, 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, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services;
   (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, Department of General Services, 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, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, 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, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, 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, Department of General Services, 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 Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

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

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

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

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 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. 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, Department of General Services, 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

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

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
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 Attach.

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

*Professional services contracts only

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	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 Attach.

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

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. NON-CONVICTION OF BRIBERY

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

24. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

25. PAYMENTS

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

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

26. 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.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, 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, Department of General Services, 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.

28. 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.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence 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.

31. 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.

PMMD-45. REVISED 04/01/10

SECTION C - SPECIAL TERMS AND CONDITIONS
(Subject to selection on Bid Cover Sheet)
1. ADD OR DELETE
During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable. The addition or deletion of a facility to a Group will be done by a unilateral contract amendment.

In the event the facilities are added, the prices listed on the Quotation Sheet for the appropriate Group will be used. No payment will be made for facilities deleted.

2. 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, Department of General Services or designee.
- Must be submitted in writing to the Director, Department of General Services, 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 contact 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-Baltimore, DC-MD-VA-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.

3. CATALOG DISCOUNT PRICES
Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described in the attached Quotation Sheet. Dealer list price plus added up percentage amounts are acceptable, provided they are clearly stated on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Department of General Services. The discount quoted shall remain firm for the entire contract period.

4. CATALOGS/PRICE LIST REQUIREMENTS
It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as non-responsive and proceed with award of contract to next lowest responsive bidder.

5. CERTIFICATE OF ORIGIN
Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

6. CLEANING OF SITE
The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All surfaces and work areas are to be left "broom clean."

7. CONTRACT ADMINISTRATOR
A Contract Administrator shall be designated by the Director, Department of General Services or authorized representative. 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 shall be responsible for inspecting all work performed and authorizing payment upon acceptance.

The designated Contract Administrator is Charles Menter, Division of Parking Management, 1109 Spring Street, Suite 407, Silver Spring, MD 20910, (301) 565-7381.

8. CONTRACT TERM
   A. The term of the contract is for **ONE** year from the date of signature by the Director, Department of General Services. 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. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for **TWO** additional one-year periods.

   B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

9. CONTRACT VALUE
This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated in the SCOPE OF WORK represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed $15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Department of General Services, when determined to be in the County's best interest.

10. CONTRACTOR RESPONSE
In an emergency situation, the Director, Department of General Services, or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to effect repairs/replacement as required. This provision will be used only during a Civil Defense Operation or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem, and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting there from. The County shall give notice of observed defects with reasonable promptness.

12. CORRECTION OF WORK BEFORE FINAL PAYMENT
The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

13. DAMAGE/SHORTAGE
The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

14. DEALER STATUS
Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

15. DELAYS AND EXTENSION OF TIME
If the Contractor is delayed at any time in the delivery of Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

16. DELIVERY INSTRUCTIONS
All deliveries are to be made to the locations identified and listed on the bid and are to be coordinated and scheduled with the individuals as indicated.

17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
The primary user of the contract(s) will be the Department of Transportation, Division of Parking Management. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Department of General Services, usually in the form of a purchase order.

18. EQUIPMENT PREPARATION
New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful bidder prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use.
No dealer identification is to be affixed to any new units.

19. ESTIMATES
Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

A. Brief description of the work to be performed.
B. Number of labor hours and types of labor.
C. Material cost estimate.
D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, labeled "File with Contract."

20. FAILURE TO PERFORM
In the event of a Contractor's failure to comply with the established delivery of services, the County reserves the right to make an open market purchase of the required 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. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such services for each day of delay beyond the established delivery date.

21. HEAVY DUTY
The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

22. INVOICES
All true and corrected invoices are to be sent to the Contract Administrator or the person named on the Bid Cover Sheet.

23. LABOR COSTS
The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

24. MANUALS
Successful bidder shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

25. MATERIAL AND WORKMANSHIP
The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator or the authorized representative, who may require the Contractor to correct defective workmanship without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

26. MATERIALS
The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

27. METHOD OF ORDERING
It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

28. MULTIPLE AWARDS
In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

29. NET PRICES

Prices are net, inclusive of all charges for transportation, FOB destination, freight prepaid and allowed, and the performance of work as outlined herein. Prices are less Federal, State, and Local taxes.

30. NEW MATERIALS
Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

31. OPTION TO INCREASE QUANTITIES
Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the IFB Quotation Sheet. The County reserves the right to purchase additional units within the date shown by the bidder on the IFB Quotation Sheet, or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

32. ORDERING TERMS
Any Notice to Proceed, for services to be provided before the Contract expiration, but are delayed until after the Contract expiration date, beyond the control of the Contractor, are to be honored with all the terms, conditions, and price of the Contract in effect, until final services are made and accepted by the County. The County will not issue a Notice to Proceed for any services what will be started after the expiration date of the contract.

33. PARTS/SERVICE
To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

34. PAYMENTS
Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of “Time and Material”, with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Department of General Services.

35. PERFORMANCE BOND
No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

36. (this provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES
The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor’s employees, subcontractor or subcontractor’s employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor’s employees.

38. 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.

39. PURCHASE ORDERS/JOB RELEASES
Prior to the commencement of work, THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

40. QUANTITIES
It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

41. SAFETY STANDARDS
The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

42. SERVICE
The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces in the Solicitation, Bid, and Award Sheet.

43. SITE INSPECTION
Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in the Invitation for Bids. Site inspections may be arranged by calling Charles Menter at (301) 565-7381.

44. TRAVEL TIME (Group 2)
No payment for travel time to or from job site shall be charged. Charges begin when Contractor arrives at each job site and end when crew leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

45. WARRANTY
The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

SECTION C - SPECIAL TERMS AND CONDITIONS (continued)

46. BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN (MISCELLANEOUS CLEANING SERVICES)
The Contractor must adhere to all Federal, State and Local regulations for the protection of employees who are, or may be, exposed to bodily fluids, contaminated needles and other sharps. These include: (Federal) Standard 29CFR 1910.1030: Bloodborne Pathogens; (State) Annotated Code of Maryland – Title 26; Department of Environment, Subtitle 13 – Disposal of Controlled Hazardous Substances – Chapter 11: Special Medical Wastes; (State) Annotated Code of Maryland – Title 26, Department of Environment, Subtitle 13 – Disposal of Controlled Hazardous Substances – Chapter 12: Standards Applicable to Generators of Special Medical Waste; (State) Labor & Annotated Code of Maryland – Title 5, Occupational Safety & Health, Subtitle 3 – Part II: (5-308.1) – Health Care Worker's Safety; etc.

The Contractor must provide a written "Exposure Control Plan" to the County, within ten (10) days after the date of the County's written notification of intent to Award a Contract. The Contractor's "Exposure Control Plan," must be modeled in strict accordance with OSHA Directive Number CPL 02-02-069 (Appendix D - "Model Exposure Control Plan") as dated 11/27/01. The County's Division of Risk Management will determine if the Contractor's Exposure Control Plan is acceptable in terms of meeting regulatory guidelines or not. Intended Awardee(s) that fail to submit an acceptable "Exposure Control Plan" within the required time as stated, may be considered non-responsive and subject to disqualification of their bid.

Contractor employee's assigned work under the provisions of this contract agreement must have successfully completed the "Bloodborne Pathogens Training" as required by 29 CFR 1910.1030 (g)(2).prior to initiating any work on a County job site. Contractor also must comply with 29CFR 1910.1020 (Access to medical and exposure records); and 29 CFR 1904 (Recordkeeping).

47. MATERIALS (MISCELLANEOUS CLEANING SERVICES)
The County reserves the right to furnish any or all materials for work performed under this Contract. Normally, the Contractor will furnish required materials. Material supplied by the Contractor must be at the Contractor's cost. Contractor's cost is the actual invoiced cost of the material to the Contractor from a supplier, with no additional mark up. Contractor's charges for materials shall be based on either established Catalog or List Price in effect when material is furnished, less all applicable discounts; or, the current market price for items not listed in a catalog/price list, and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. Material prices shall be subject to verification by the County. Prices are less Federal, State, and Local taxes.

48. PAYMENTS

a. The Contractor must bill the County upon completion of services performed in accordance with the contract at the prices set forth herein. Payment will be made upon submission of correct itemized invoices (2 copies) to the Contract Administrator.

   Miscellaneous Cleaning Services
   Invoices are to be supported by records of "Time." A copy of paid receipts for materials/equipment used or installed for each job performed must be submitted with the invoice when such record is requested by the Contract Administrator.

b. The Contract Administrator will decline to approve an application for payment unless all job tickets (Sweeping Services) for the month being invoiced have been received by the County. Those invoices not acceptable to the County will be returned to the Contractor for correction.

c. Payment for sweeping services for an entire facility will not be approved should any portion of such facility not be serviced to the satisfaction of the County.

d. The Contract Administrator may decline to approve an invoice and may withhold the invoice in whole or in part, to the extent necessary to protect the County, if in the Contract Administrator's opinion, the work is not in compliance with the terms and conditions of the contract documents. The Contract Administrator may also decline to approve any invoice, or, because of subsequently discovered evidence or subsequent inspections,

SECTION C - SPECIAL TERMS AND CONDITIONS (continued)

may nullify the whole or any part of any invoice previously issued, to such extent as may be necessary in the Contract Administrator's opinion to protect the County from loss, because of, but not limited to, the following:

1) Defective work not remedied
2) Third Party claims filed or reasonable evidence indicating probable filing of such claim
3) Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment
4) Damage to another Contractor
5) Reasonable indication that the work will not be completed within the contract time
6) Unsatisfactory prosecution and/or performance of the work by the Contractor.

49. QUANTITIES
It is estimated that yearly expenditures under this Contract will approximate the quantities listed on the Quotation Sheets. Under the terms of this Invitation for Bids, however, the resultant contract will be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. Any increase or decrease in the estimated quantities (square footage, frequency, hours, personnel) of these items, or their deletion or addition of other parking facilities will not be considered justifiable claim for compensation in addition to the contract unit prices bid on the Quotation Sheets. In addition, all purchases are contingent upon the appropriate fiscal funding.

50. INVESTIGATION
After bid opening, the County may make any investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder must furnish the County all such information and data for this purpose as the County may request.

END OF SECTION C - SPECIAL TERMS AND CONDITION

SECTION D - SPECIFICATIONS AND/OR SCOPE OF WORK

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: Provide all necessary management, supervision, personnel, labor, tools and equipment for garage sweeping and miscellaneous cleaning services at Public Parking Facilities. Services will be on an "as-needed" basis upon direction of the Contract Administrator or designee. All Services must be performed in facilities designated by the Contract Administrator or designee.

1.1.2 Cleaning Activities: Litter pickup, Trash receptacle emptying and washing, Sign cleaning, Glass cleaning Spot hand mopping, Guardrail spot cleaning, Handrail spot cleaning, Door spot cleaning, Floor drain basket cleaning, Elevator Cabs spot cleaning, Stairwells cleaning, Striping, Buffing, Waxing tile floors, Graffiti cleaning, sweep, mop, bathrooms cleaning, blood borne pathogens cleaning and other cleaning activities as directed.

1.1.3 The Wash down, Degreasing and Structural Cleaning: The Degreasing of Garage decks and beams should be cleaned with pressure washer. The wash down should be performed using fire hoses.

1.1.4 Platform Cleaning: Should be cleaned with pressure washer.

1.2 QUALITY ASSURANCE

1.2.1 Personnel

1.2.1.1 Contractor must provide supervision and qualified personnel to insure competent performance of the work. Contractor must be responsible for the proper conduct of all Contractor’s personnel while on the premises. Contractor shall not employ any person or persons in or about the premises who shall use improper language or act in a loud or boisterous manner. Contractor agrees to dispense with the services of any employee whose conduct the Contract Administrator feels is detrimental to the best interest of the County.

1.2.1.2 The Contract Administrator reserves the right to approve of or request the removal of any person assigned by the Contractor to perform work under this Contract. The working foreman must be able to communicate clearly in the English language. No change of personnel will be made without approval of the Contract Administrator.

1.2.1.3 The Contractor must have staffing capabilities to assume the responsibilities of the services covered by this Contract in the event of sickness or other cause of absence of the assigned personnel.

1.2.2 Tools and Equipment

1.2.2.1 All vehicles, tools and equipment considered to be normal and customary to the trade and utilized in the performance of the work must be furnished by the Contractor at no additional cost to the County. The equipment used must be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.

1.2.2.2 Contractor must supply mechanical sweepers with vacuum action to perform the garage sweeping. Broken mechanical sweepers must be replaced promptly. See paragraph 2.4.1 for garage height limitations. See paragraph 1.2.8.1 for noise control.

1.2.2.3 It is recommended that the Contractor provide at least Four (4) 1/2-ton pick-up trucks, for performing the miscellaneous cleaning services. See paragraph 2.4.1 for garage height limitations.

1.2.2.4 All equipment is subject to inspection and approval by the Contract Administrator. Such approval may require on-site demonstration of the capability of any proposed equipment at no cost to the County.

1.2.3 Service Facility:

SECTION D - SPECIFICATIONS AND/OR SCOPE OF WORK (continued)

1.2.3.1 The Contractor may be called upon to demonstrate evidence of the service facility to insure facility cleaning service. The facility may be inspected prior to execution of the Contract or at any time during the contract period.

1.2.4 Inspections:

1.2.4.1 All work and materials supplied under these specifications may be subject to inspection by the Contract Administrator or designee. All parts of the work must be accessible to the inspector. The Contractor must correct, in its entirety, any work that is defective under these specifications, to the satisfaction of the Contract Administrator or designee.

1.2.5 Investigation:

1.2.5.1 After bid opening, the County may make any investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder must furnish the County all such information and data for this purpose as the County may request.

1.2.6 Demonstration:

1.2.6.1 After bid opening, the County may require the bidder to demonstrate garage sweeping services at a parking garage selected by the Contract Administrator or designee at no cost to the County. The Contractor must maintain the same controls, procedures and quality throughout the contract period as demonstrated.

1.2.7 Definitions:

1.2.7.1 Litter includes all foreign objects. "Junk items" and leaves are considered litter.

1.2.7.2 Debris includes dirt, dust, miscellaneous sand and litter. Litter is as previously defined in 1.2.7.1.

1.2.8 Noise/Pollution Control:

1.2.8.1 Contractor must obtain permits and must take any measures necessary to comply with Local, State, Federal requirements for noise and pollution control, at no additional cost to the County.

1.3 SUBMITTALS

1.3.1 Disposal Site:

1.3.1.1 Prior to award of the Contract, submit three (3) copies of a letter designating a disposal site for all debris collected during the cleaning services for approval by the Contract Administrator.

1.3.2 Daily Activity Job Tickets (Miscellaneous Cleaning Services):

1.3.2.1 At the end of each work day the working supervisor will submit to the County a completed activity job ticket to be supplied by the Contractor detailing that day's cleaning services performed by all cleaning personnel. Within ten (10) working days after the date of the County's written notification of intent to award a contract, the Contractor and Contract Administrator will jointly develop the format of the report.

1.3.2.2 The Contractor must keep and maintain complete and accurate records of all work performed.

1.3.3 Job Tickets (Sweeping Services):

1.3.3.1 Upon completion of services performed, the Contractor must fax a sweeping job ticket, documenting the work completed, to the Contract Administrator at 301-565-7391. All job tickets must be signed by the crew supervisor.

1.3.3.2 The Contractor must keep and maintain complete and accurate records of all work performed.

SECTION D - SPECIFICATIONS AND/ORSCOPE OF WORK (continued)

1.4 STORAGE

1.4.1 No materials or equipment will be stored on any of the parking facilities, unless authorized by the Contract Administrator.

1.5 POSTING

1.5.1 Forty-eight (48) hours advance notice must be given to the public prior to closing any portion of the facility. Contractor must coordinate this with the Contract Administrator.

1.5.2 The Contractor must give the Contract Administrator forty-eight (48) hours advance notice of parking meters that require either bagging and/or removal.

PART TWO - EXECUTION

2.1 SWEEPING (GROUP1)

2.1.1 Remove debris in the parking garage(s) by mechanically sweeping entire deck/ground surface areas, including entire raised platforms. Also, remove debris by mechanically sweeping entire entrance/exit surface areas to the parking garages, from the street right-of-way. Any debris which cannot be removed by mechanical sweeping must be removed manually or by hand brooming.

2.1.2 Disposal costs must be included in the prices bid.

2.1.3 The Contractor must provide a cellular phone system or other County approved system of communication to enable the County to contact the Contractor's personnel.

2.1.4 In the course of the cleaning operation, if the Contractor meets a vehicle that is parked in violation of a temporary parking ban, cleaning may be done around the vehicle. The Contractor will be required to clean the affected area, at no additional cost, if the vehicle moves during the time that the Contractor is cleaning within the facility.

2.2 MISCELLANEOUS CLEANING SERVICES (GROUP 2)

2.2.1 Perform miscellaneous cleaning services, such as:

- Litter pickup
- Trash receptacle emptying and washing
- Sign cleaning
- Glass cleaning
- Spot hand mopping
- Guardrail spot cleaning
- Handrail spot cleaning
- Door spot cleaning
- Floor drain basket cleaning
- Elevator Cabs spot cleaning
- Stairwells cleaning
- Garage Wash Downs/Beam Cleaning/Degreasing
- Pressure washing
- Striping, Buffing, Waxing tile floors
- Graffiti cleaning
- Other cleaning activities as directed

SECTION D - SPECIFICATIONS AND/OR SCOPE OF WORK (continued)

2.2.2 The Contractor must provide a cellular phone system of communication to enable the County to contact the Contractor's working supervisors.

2.2.3 Increase in Contractor staff requested by Contract Administrator is to be made within five (5) working days upon receipt of written notification. Reductions in Contractor staff are to be made within one (1) work day upon receipt of written notification.

2.2.4 Recurrent personnel tardiness will not be tolerated. Changes in Contractor staff due to tardiness are to be made within one (1) work day upon receipt of written notification.

2.2.5 The Contractor must work from verbal and/or written instructions, sketches, or drawings, from the Contract Administrator or designee. The Contractor is to have sufficient resources to be able to respond to more than one (1) job at any given time.

2.2.6 The County will supply all cleaning chemicals and trash receptacle plastic liners used by the Contractor at this time.

2.2.7 The Contractor will make arrangements with a refuse collection company to maintain a dumpster at a location specified by the Contract Administrator or designee. All litter/debris collected at Public Parking Facilities under this Contract will be placed inside this dumpster. The Contractor will be reimbursed for the charges related to maintaining this dumpster. Reimbursement will be through monthly submission to Parking Maintenance Services of refuse collection invoices/tickets.

2.3 REMOVAL AND DISPOSAL

2.3.1 Removal and disposal of debris collected from all parking facilities will be the responsibility of the Contractor. Under no circumstances will any of the collected foreign matter be allowed to remain on any of the facilities.

2.3.2 The Contractor must comply with all applicable Federal, State, Local laws and ordinances related to hauling, handling, and disposal of such matter.

2.4 GARAGE HEIGHT LIMITATIONS

2.4.1 The nominal vertical clearance between the driving surface and the bottom of the overhead beams in most areas of all the parking garages is 6'-6" to 6'-8". Restricted locations below these clearances will be identified upon an award of the Contract.

2.5 WORK SCHEDULE

2.5.1 GROUP 1: The Contract Administrator or designee will issue written directions to the Contractor of the facilities in which services are to be performed, the frequency and the square footage. The Contractor will develop with the Contract Administrator or designee the schedule of the days on which the work will be performed. Unless otherwise directed by the Contract Administrator or designee, work will typically be done in the evenings.

2.5.2 GROUP 2: The hours of miscellaneous cleaning services will be Monday through Sunday, 6:00am. to 2:30pm., Monday through Saturday, 6pm. to 2am., and Monday through Saturday, 11pm. to 7am. However, these hours could be adjusted to meet the County's needs. Services may be required 24 hours a day, seven days a week, upon direction of the Contract Administrator or designee. The Contract Administrator will give the Contractor a 24 hour notice to make any time changes. The Contract Administrator or designee will issue written directions to the Contractor of the type and number of personnel that are needed to perform the cleaning services.

2.5.3 Currently pressure washing and garage decks washdowns will be done twice a year (Spring and Fall) as directed by the Contract Administrator. Garage decks washdowns will be performed using County supplied fire hoses.

2.5.4 Miscellaneous cleaning services will be performed on a time basis only

SECTION D - SPECIFICATIONS AND/OR SCOPE OF WORK (continued)

2.5.5 The Contract Administrator or designee will attempt to give a three (3) working day advance written notice to the Contractor of subsequent changes or revision to the above and the effective date of the change or revision.

2.6 SAFETY TO PERSONS AND PROPERTY (GROUP 1 AND GROUP 2)

2.6.1 The Contractor will be responsible for all damages to persons or property which may occur as a result of negligence in connection with the prosecution of the work. The Contractor must train their personnel to practice all safety precautions while performing any phase of the cleaning work to prevent injury to themselves, the occupants of the facility, or any damages to the facility or the equipment therein.

2.6.2 All the applicable safety, health, and fire regulations must be complied with and adhered to during the full term of this Contract.

2.6.3 For all operations requiring the placing and movement of the Contractor's equipment, the Contractor will observe and exercise, and compel their employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property, and annoyance to or interference with the public and County’s employees.

2.6.4 The Contractor will be responsible for providing the Public and County personnel with notice of and protection from certain hazards. This will include placement of signs, stanchions, ropes, or other barriers around all areas where the Contractor's activities make the area unsafe for normal use or where there have been leaks, spills, etc., that make the area unsafe.

2.6.5 The Contractor will ensure that employees wear clothing including proper footwear and vinyl or latex gloves while performing custodial tasks on County premises.

2.6.6 The Contractor must take all precautions to protect the health and safety of all persons in the facility or on the grounds and to minimize the damage from all hazards to life and property and will comply with all Federal, State, and County Health, Safety, and Fire protection regulations (including reporting requirements).

END SECTION D - SPECIFICATIONS AND/OR SCOPE OF WORK

FACILITY ADDRESSES

BETHESDA

Garage 11	7730 Woodmont Ave.
Garage 11A	7661 Old Georgetown Rd.
Garage 35	8216 Woodmont Ave.
Garage 36	4910 Aurburn Ave. (Del Ray Ave.)
Garage 40	4935 St. Elmo Ave. (Cordell Ave.)
Garage 42	4720 Cheltenham Drive
Garage 47	7401 Waverly Street
Garage 47A	7400 Waverly Street
Garage 49	4817 Edgemoor Lane / 7601 Woodmont Ave.
Garage 57	4841 Bethesda Ave.
Lot 10	4600 Leland St. (Walsh St.)
Lot 24	4601 Leland St. (Willow Lane)
Lot 25	4707 Highland Ave. (Maple Ave.)
Lot 28	4854 Cordell Ave.
Lot 31	4712 Bethesda Ave. (Woodmont Ave.)
Lot 31A	In front of Lot 31
Lot 39	4829 Del Ray Ave.
Lot 41	4538 Middleton Lane
Lot 43	8009 Woodmont Ave.
Lot 44	4704 West Virginia Ave.

SILVER SPRING

Garage 2	8700 Cameron St.
Garage Phase 2	1200 Spring St.
Garage 4	8100 Fenton St.
Garage 5	1101 Bonifant St.
Garage 7	8530 Cameron St.
Garage 9	8040 Kennett St.
Garage 16	8025 13th St.
Garage 21	1000 Spring St.
Garage 55	1100 Bonifant St.
Garage 58	1315 East West Hwy.
Garage 60	921 Wayne St.
Garage 61	801 Ellsworth Dr.
Lot 2	8781 Georgia Ave. (Spring St.)
Lot 3	8203 Fenton St. (Silver Spring Ave)
Lot 4	8100 Fenton St.
Lot 18	938 Philadelphia Ave.
Lot 20	8212 Colonial Lane
Lot 29	811 Easley St. (Bonifant St.)
Lot 38	920 Bonifant St.

WHEATON

Garage 45	11304 Amherst Ave. (Fern St.)
Lot 13	11219 Grandview Ave. (Triangle Lane)
Lot 14	2425 Hickerson Dr. (Blueridge Ave.)
Lot 17	2320 Price Ave.
Lot 33	2622 University Blvd. west
Lot 34	2510 Ennalls Ave.

MONTGOMERY HILLS

Lot 12	1920 Seminary Rd.
Lot 48	9401 Georgia Ave.

PARK & RIDE

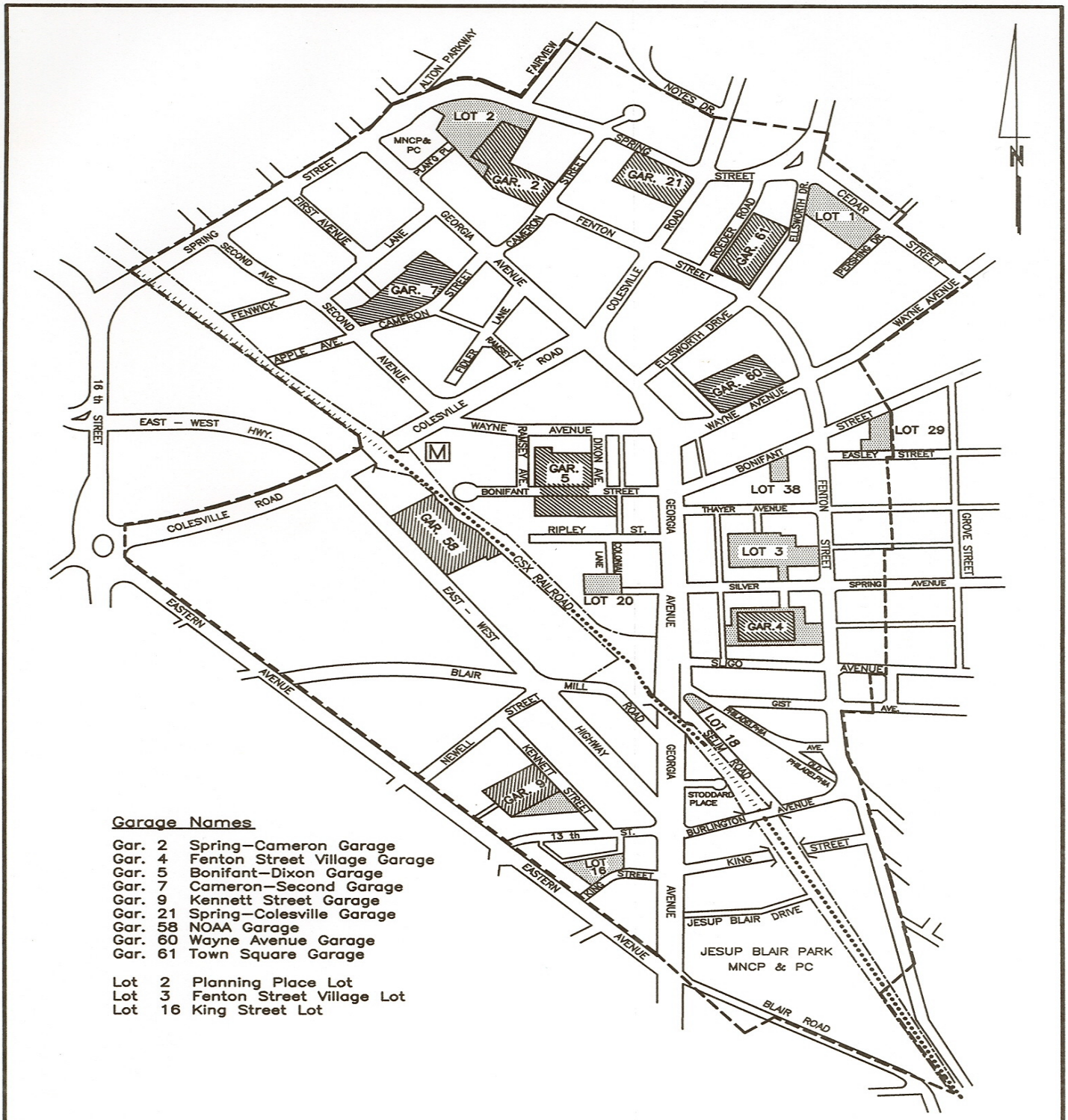
Briggs Chaney	Corner of Briggs & Gateshead Manor Roads
Burtonsville	Corner of Rt. 29 & 198
Clopper	Corner of Clopper Rd. (Rt. 117) & Kingsview Village Ave.
Damascus	Corner of Rt. 124 & 108
Greencastle	Corner of Greencastle Rd. & Turbridge Dr.
Colesville	13506 New Hampshire Ave.
Tech Rd.	Corner of Old Columbia Pike & Tech Rd.
Lot 355	Rockville Pike & Montrose Rd. (Mid-Pike Plaza)

MARC RAIL STATIONS

Barnesville	Beallsville (MD Rt. 109) & Sellman Rds. 8 Beallsville Road 20842 B/U/46F
Boyds	White Ground Rd. (off MD Rt. 117) 15031 Clopper Road 20841 B/U/15F
Dickerson	Dickerson and Mt. Ephraim Rds. (off MD Rt. 28) 22211 Mount Ephraim Road 20842 B/U/15F
Garrett Park	Kenilworth and Rokeby Aves. 11015 Rokeby Avenue 20852 B/U/22F
Germantown	Monday-Friday 5:00am-8:30pm 19320 Mateny Hill Road 2087
Kensington	Monday-Friday 5:30am-8:30pm 3701 Howard Avenue, Kensington, Md. 20902 B/U45F SST
Metropolitan Grove	Metropolitan Court, off Clopper Rd. (MD 117) Adjacent to MVA Gaithersburg B/U/352F
Washington Grove	100 Railroad Street Gaithersburg, Md. 20877B/U/15

TRANSIT CENTERS

Germantown	Germantwon -Route 118- and Middlebrook Road
Lake forest	Lakeforest Mall
Traville	Shady Grove Road and Traville Road



Garage Names

Gar. 2 Spring–Cameron Garage
Gar. 4 Fenton Street Village Garage
Gar. 5 Bonifant–Dixon Garage
Gar. 7 Cameron–Second Garage
Gar. 9 Kennett Street Garage
Gar. 21 Spring–Colesville Garage
Gar. 58 NOAA Garage
Gar. 60 Wayne Avenue Garage
Gar. 61 Town Square Garage

Lot 2 Planning Place Lot
Lot 3 Fenton Street Village Lot
Lot 16 King Street Lot

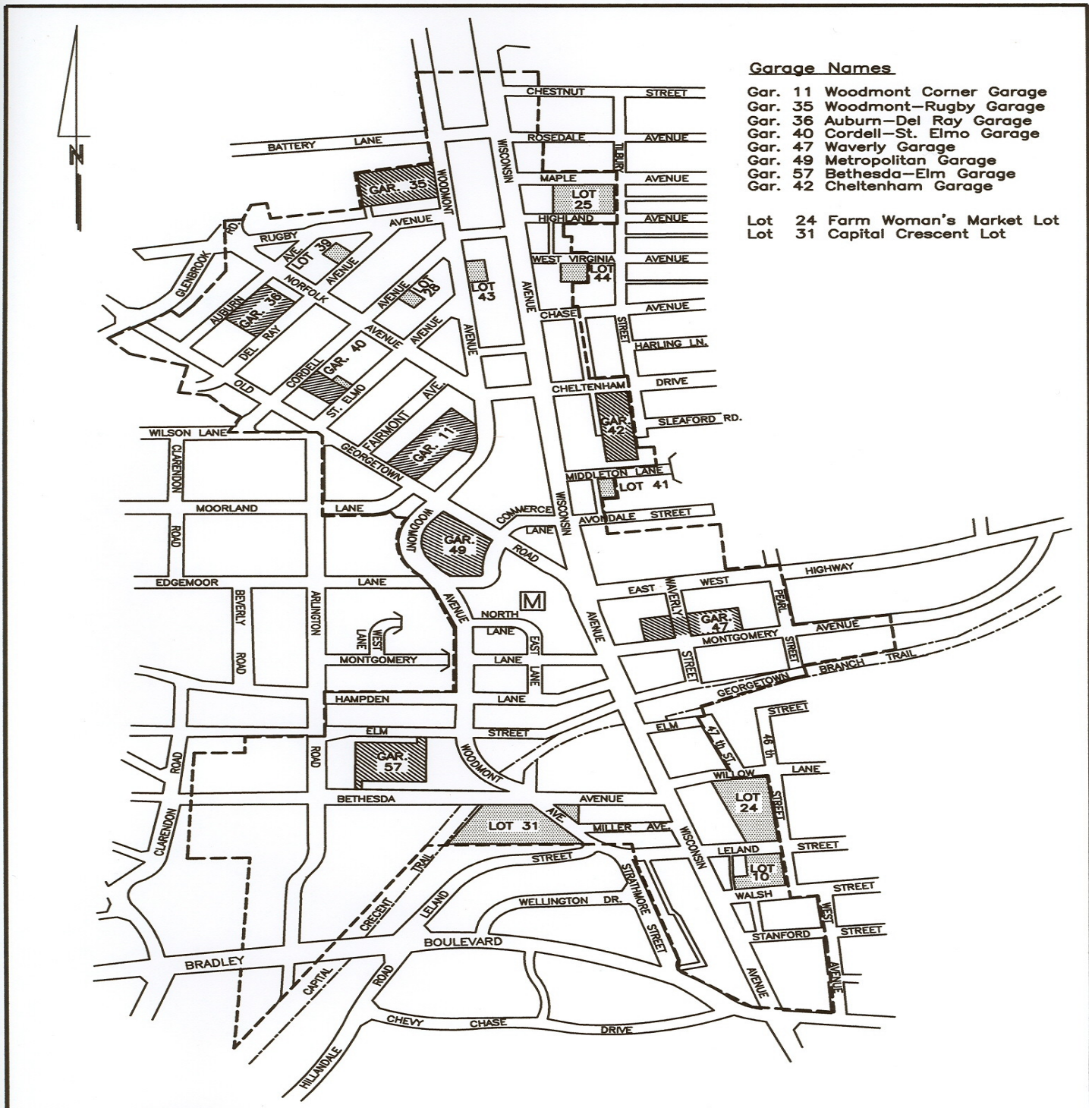
Parking Lot District Boundary
Public Parking Lot
Public Parking Garage
Proposed — GAR.

TOTAL NO. SURFACE PARKING LOT SPACES	673
TOTAL NO. MULTI–LEVEL GARAGE SPACES	10613
TOTAL NO. METERED CURB SPACES	989
TOTAL PUBLIC PARKING SPACES	12275
TOTAL NO. SURFACE PARKING LOTS	8
TOTAL NO. MULTI–LEVEL PARKING GARAGES	9

OFF–STREET PUBLIC PARKING FACILITIES

SILVER SPRING PARKING LOT DISTRICT

Montgomery County, Maryland
Department of Public Works
and Transportation
Division of Operations
November, 2004

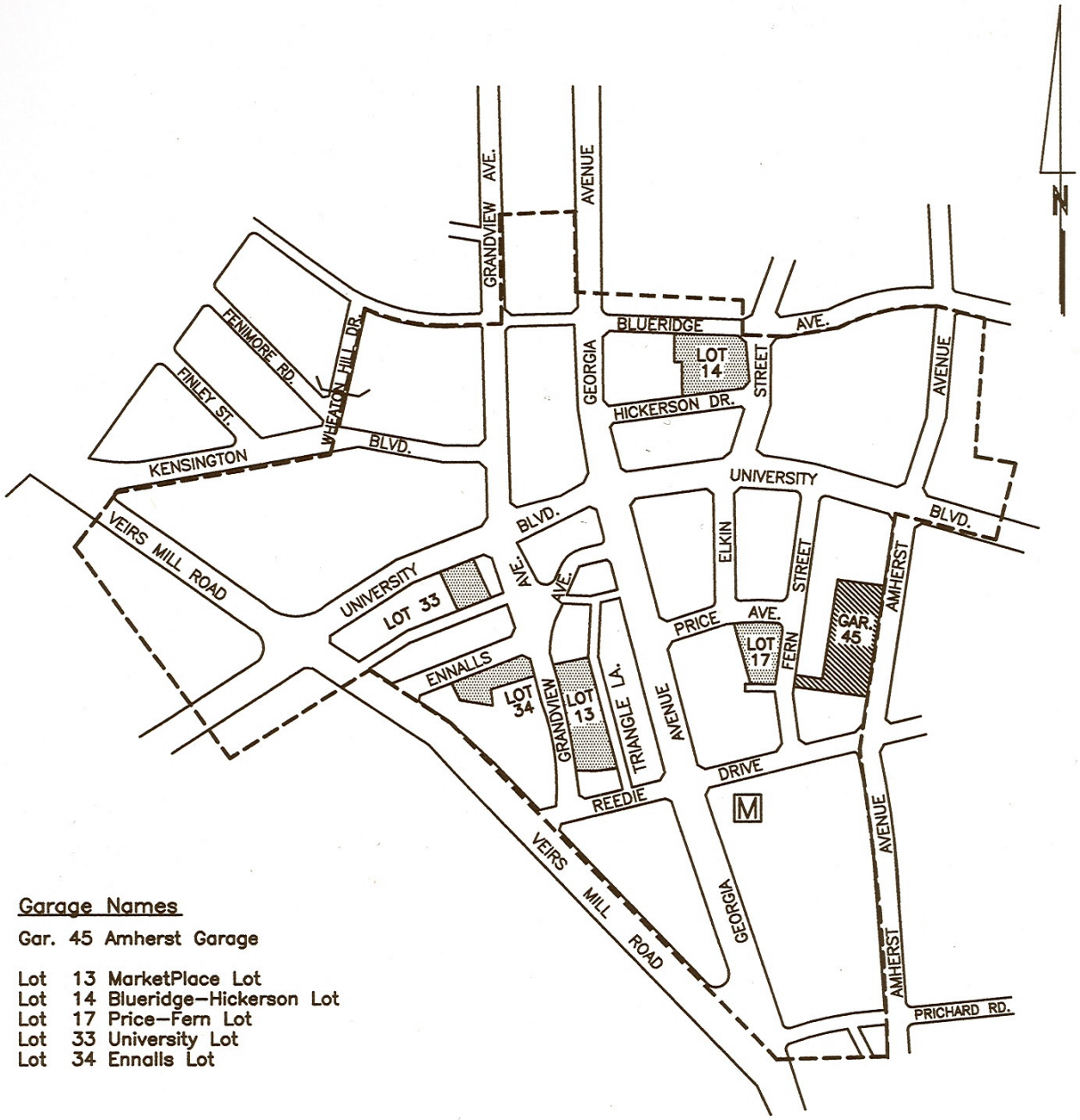


TOTAL NO. SURFACE PARKING LOT SPACES	881
TOTAL NO. MULTI—LEVEL GARAGE SPACES	5079
TOTAL NO. METERED CURB SPACES	791
TOTAL PUBLIC PARKING SPACES	6751
TOTAL NO. SURFACE PARKING LOTS	9
TOTAL NO. MULTI—LEVEL PARKING GARAGES	8

OFF—STREET PUBLIC PARKING FACILITIES

BETHESDA PARKING LOT DISTRICT

Montgomery County, Maryland
Department of Public Works
and Transportation
Division of Operations
November, 2004



Garage Names

Gar. 45 Amherst Garage

Lot 13 MarketPlace Lot
Lot 14 Blueridge–Hickerson Lot
Lot 17 Price–Fern Lot
Lot 33 University Lot
Lot 34 Ennalls Lot

Parking Lot District Boundary

Public Parking Lot

Public Parking Garage

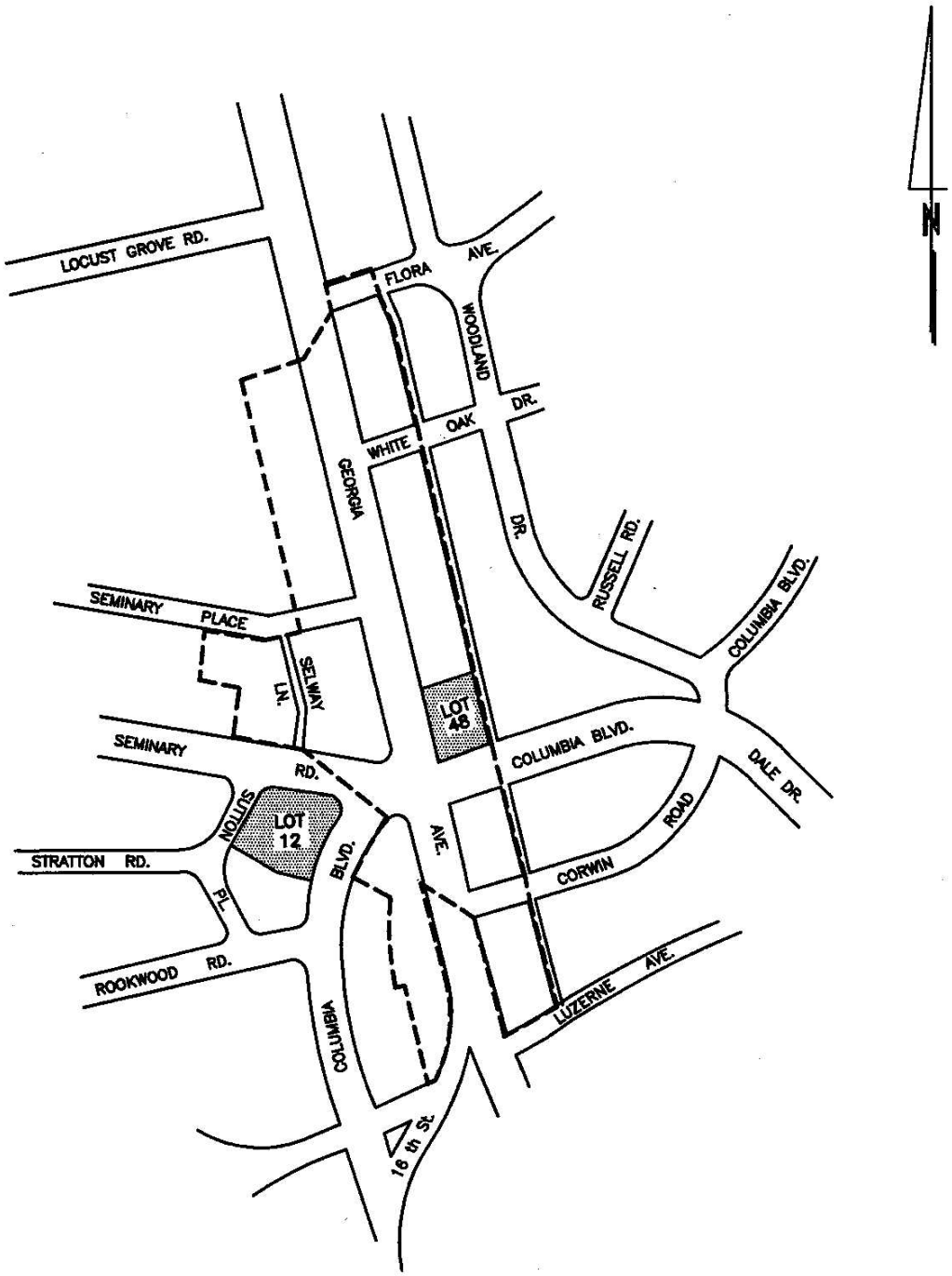
TOTAL NO. SURFACE PARKING LOT SPACES	432
TOTAL NO. MULTI–LEVEL GARAGE SPACES	638
TOTAL NO. METERED CURB SPACES	390
TOTAL PUBLIC PARKING SPACES	1460
TOTAL NO. SURFACE PARKING LOTS	5
TOTAL NO. MULTI–LEVEL PARKING GARAGES	1

OFF–STREET PUBLIC PARKING FACILITIES

WHEATON PARKING LOT DISTRICT

Montgomery County, Maryland
Department of Public Works
and Transportation
Division of Operations

November, 2004



Parking Lot District Boundary

Public Parking Lot

TOTAL NO. SURFACE PARKING LOT SPACES	104
TOTAL NO. MULTI-LEVEL GARAGE SPACES	0
TOTAL NO. METERED CURB SPACES	26
TOTAL PUBLIC PARKING SPACES	130
TOTAL NO. SURFACE PARKING LOTS	2
TOTAL NO. MULTI-LEVEL PARKING GARAGES	0

OFF-STREET PUBLIC PARKING FACILITIES

MONTGOMERY HILLS PARKING LOT DISTRICT

Montgomery County, Maryland
Department of Public Works
and Transportation
Division of Operations
November, 2004

ATTACHMENT A

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 (who is not a certified MFD firm) 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, Department of General Services 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, Department of General Services 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, Office of Business Relations and Compliance at (240) 777-9912.

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

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

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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: $ _____

PLEASE READ CAREFULLY BEFORE SIGNING

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

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: $ _____

TOTAL PAYMENTS RECEIVED TO DATE: $ _____

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

Comments: _____

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

_____
(TYPED/PRINTED COMPANY NAME)

_____ _____
(TYPED/PRINTED NAME OF COMPANY OFFICIAL) (TITLE)

_____ _____
(SIGNATURE OF COMPANY OFFICIAL) (DATE)

( ) - ( ) -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

SAMPLE

ATTACHMENT B

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 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 Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services 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.

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.

H. 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 Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractors Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

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

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

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

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

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

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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

4. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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

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

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

Full Waiver Approved: _____ Date: _____
MFD Program Officer

Partial Waiver Approved: _____ Date: _____
MFD Program Officer

Full Waiver Approved: _____ Date: _____
Director
Department of General Services

Partial Waiver Approved: _____ Date: _____
Director
Department of General Services

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:

_____ _____
Director, Department of General Services Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

Attachment C

Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor

A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).

B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.

C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.

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 requirements in 11B-33A.

E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.

F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically 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.

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 wage requirements.

H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.

I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, 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 this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.

J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.

K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. 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 this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification

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

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

Please 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, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

YOU MUST MARK ☑☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

B. Exemption Status (if applicable)

This Contractor is exempt from 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) (2).

☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

☐ 4. a contract with a nonprofit 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) (4) (**must complete item C below**).

☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section11B-33A(c) (2).

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

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

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: **$** . See Section 11B-33A(d).

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, adheres 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 Address					

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)

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

ATTACHMENT D

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.;

2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;

3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;

4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:

   A. The name, address and telephone number of the Contractor or Subcontractor;
   B. The name and location of the job;
   C. Each employee's:
      a. Name;
      b. Current address unless previously reported;
      c. Specific work classification;
      d. Daily straight time and overtime hours;
      e. Total straight time and overtime hours for the payroll period;
      f. Rate of pay;
      g. Fringe benefits by type and amount;
      h. Gross wages.

5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;

6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;

7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;

8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;

9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any

Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;

10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: $10 for each calendar day that the payroll records are late; $20 per day for each day that an employee is misclassified; and $50 per violation of the requirement to post the prevailing wage rates at the work site.

MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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. The Contractor's insurance shall be primary.

Commercial General 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 coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations during
- Personal Injury
- Heavy Equipment Operations Liability

Automobile Liability Coverage

A minimum limit of liability of ***One Million Dollars ($1,000,000)*** combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

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

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of contractor’s products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, MD 20850