



OFFICE OF PROCUREMENT

255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

CONTRACT

1003288

Number

Termite and Pest Management Services

Description

7/16/2012 – 7/15/2013

Dates

Innovative Pest Management, Inc.

Contractor

8335 Guilford Road, Suite C

Columbia, Maryland 21046

Address

Richard D. Kramer, President

Contact Person

Telephone Number: (240) 755-0077

Facsimile Number: (240) 755-0765

Email: rkramer@ipm4u.com



**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF GENERAL SERVICES**

**TERMITE AND PEST MANAGEMENT SERVICES
CONTRACT # 1003288**

This Contract is made by and between Montgomery County, Maryland (hereinafter referred to as the "COUNTY") and Innovative Pest Management, Inc., 8335 Guilford Road, Suite C, Columbia, Maryland 21046 (hereinafter referred to as the "CONTRACTOR"), (the COUNTY and the CONTRACTOR together the "PARTIES").

BACKGROUND

The COUNTY requires the CONTRACTOR to provide the services and work as described herein in this Contract and in Montgomery County Request for Proposal # 1003288, Termite and Pest Management Services (the "RFP") and the CONTRACTOR's October 3, 2011 written proposal in response to the RFP to provide the COUNTY with professional termite and pest management services for Montgomery County facilities (as defined in the RFP); and

The CONTRACTOR is a duly qualified termite and pest management services firm and represents that they are willing and able to undertake and complete the termite and pest management services set forth below in this Contract and as described in the RFP (Attachment C), and the Contractor's written proposal in response to the RFP (Attachment D), to the satisfaction of the COUNTY; and

The Director, Department of General Services, for the COUNTY is the duly authorized Contracting Officer of the COUNTY, with authority to sign this Contract on behalf of the COUNTY and is solely responsible for all contractual changes and modifications to the Contract; and

The Director of the COUNTY's Department of General Services or his/her designee, will serve as the Contract Administrator for this Contract, the Contract Administrator has the duties and responsibilities set forth in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor; and

In consideration of the mutual promises made in this Contract, the PARTIES agree as follows:

ARTICLE I
GENERAL CONDITIONS AND INSURANCE

The CONTRACTOR must comply with the General Conditions of Contract Between County and Contractor ("General Conditions") and the Mandatory Insurance Requirements, the latter of which supersedes Paragraph 21 of the General Conditions. Both of which are incorporated by reference herein and made part of this Contract as Attachments "A" and "B", respectively

ARTICLE II
PRIORITY OF DOCUMENTS

The following documents are incorporated into and made a part of this Contract by reference. In the event of any inconsistencies among the documents comprising this Contract, the order of priority for purpose of resolving conflict is:

- A. This Contract Document, Number 1003288;
- B. The General Conditions (Attachment A); with Paragraph 21 of Attachment A superseded by Attachment B; the Mandatory Insurance Requirements;
- C. The COUNTY's Request for Proposal (RFP) Number 1003288 (Attachment C).
- D. The CONTRACTOR's written proposal dated October 3, 2011 (Attachment D).

ARTICLE III
SCOPE OF SERVICE

The CONTRACTOR must provide the COUNTY with all of the goods, personnel, and services for the performance of the work as set forth in RFP 1003288 (Attachment C), particularly Section C, Scope of Services, Pages 16-20 and Section I, Special Terms and Conditions, Pages 25 of the RFP, and the CONTRACTOR's written proposal dated October 3, 2011 (Attachment D) at the rates and prices set forth in the CONTRACTOR's written proposal (Attachment D). In addition, the CONTRACTOR agrees to the following:

A. **MANAGING DEPARTMENT**

The managing department for this Contract is the County's Department of General Services, Division of Facilities Management with its administrative office located at 1301 Seven Locks Road, Rockville, Maryland 20854.

B. **LEGAL REQUIREMENTS**

The CONTRACTOR must provide the services, goods, personnel, and work as described herein in compliance with the specifications and requirements of this Contract, the RFP and the Contractor's proposal and must meet all applicable Federal, State and Local laws and regulations related to the performance of the work described in this Contract.

C. CORRECTION OF DEFECTIVE WORK

The Contractor must correct, in its entirety and at no additional cost to the County, any work that is defective under the specifications required by the County for any particular work ordered under this Contract, to the satisfaction of the Contract Administrator.

ARTICLE IV
COMPENSATION

The CONTRACTOR's invoices must delineate the work performed and the hourly rate or price applicable to the work performed. The Contractor's rates and prices are as set forth in Attachment D and are fully burdened and inclusive of all costs, profit and overhead necessary for the performance of work by the CONTRACTOR as described in the Contract.

The COUNTY will pay the CONTRACTOR monthly, if applicable, contingent upon the COUNTY's receipt, acceptance and approval of the CONTRACTOR's summary statement of work performed under this CONTRACT and the CONTRACTOR's detailed invoice that is based on the rates and prices set forth in Attachment D. The CONTRACTOR's invoice must delineate the work performed and the hourly rate or price applicable to the work performed as set forth in Attachment D. The CONTRACTOR's invoice must be submitted to the Contract Administrator Designee for review, acceptance, approval and payment. The COUNTY reserves the right to request and review additional documentation to be provided by the CONTRACTOR upon the COUNTY's request of the CONTRACTOR, prior to payment of any disputed portion of an invoice. The CONTRACTOR's monthly invoices must summarize daily activity.

The Contractor may request a price adjustment in accordance with Section D, Performance Period, Item 2, Price Adjustments of the RFP.

ARTICLE V
METHOD OF PAYMENT

Billing terms on invoices are net thirty (30) days. The COUNTY will make payment to the CONTRACTOR within thirty (30) calendar days from the date of the COUNTY's receipt, acceptance, and approval of a true and correct invoice submitted by the CONTRACTOR in a form and format approved by the COUNTY and containing all necessary supporting documentation. The prompt payment discount to Montgomery County is 3% / 15 net 30.

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate No. 30001235 and Federal Excise Tax, Exemption Certificate No. 52-6000980.

Invoices must be directed to:
Division of Facilities Management
P.O. Box 9140
Gaithersburg, Maryland 20898-9140

ARTICLE VI
CONTRACT TERM

The effective date of this Contract begins upon signature execution by the Director, Department of General Services. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with the time periods stated in the Scope of Services. Before this term for performance ends, the Director, at his/her sole option may, but is not required to, renew the term. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the term four (4) times for one (1) year each.

The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs from July 1 through June 30. Funds have been appropriated through June 30, 2012. For fiscal years beginning July 1, 2012 and for any subsequent fiscal years, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for a fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County.

ARTICLE VII
SPECIAL TERMS AND CONDITIONS

A. COUNTY BENEFITS

The CONTRACTOR/CONTRACTOR's employees must not claim any COUNTY right or benefit as a condition of their employment in the performance of work under this Contract.

B. RIGHT TO REQUIRE PERFORMANCE

The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision of this Contract shall in no way affect the right of the COUNTY thereafter to enforce the same; nor shall waiver by the COUNTY of any breach of any provision of this Contract be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VIII
CONTRACT ADMINISTRATION

A. CONTRACTING OFFICER

The Director of the Department of General Services is the delegated Contracting Officer.

B. CONTRACT ADMINISTRATOR

The Contract Administrator for this contract is Frank Howard, Acting Deputy Chief, Division of Facilities Management, Department of General Services.

The Contract Administrator has the duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor. However, no Amendment to this Contract is effective until it is signed by the Director, Department of General Services.

ARTICLE IX
CONTRACTOR DESIGNATED POINT OF CONTACT ADMINISTRATION

A. **CONTRACTOR REPRESENTATIVE**

The CONTRACTOR designated points of contact are:

Sharee Hixon, Lead Customer Service Representative
shixon@ipm4u.com
(240) 755-0077

Tammy Crotsley, Customer Service Representative
tcrotsley@ipm4u.com
(240) 755-0164

Shari Silverman, Director of Operations
ssilverman@ipm4u.com
(240) 755-0077

Josh Kramer, Vice President
jkramer@ipm4u.com
(240) 505-1119 cell

Steven Frye, Lead Technician
sfrye@ipm4u.com
(703) 727-4027 cell

[SIGNATURE PAGE FOLLOWS]

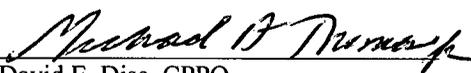
SIGNATURES

IN WITNESS WHEREOF, the duly authorized representative of the COUNTY and the CONTRACTOR has executed this Contract on the dates shown.

INNOVATIVE PEST MANAGEMENT, INC.

By: 
Typed: Richard D. Kramer
Title: President
Date: 4/16/12

MONTGOMERY COUNTY, MARYLAND

By: 
David E. Dise, CPPO
Director, Department of General Services
Date: 7/16/12

RECOMMENDED

By: 
Frank Howard, Acting Deputy Chief
Division of Facilities Management
Department of General Services
Date: 4/23/2012

APPROVED AS TO FORM AND LEGALITY

By: 
Office of County Attorney
Date: 4/5/12