

IFB # 1027554

Time and Material Electrical Control Services

IFB # 1027554	MONTGOMERY COUNTY, MARYLAND Time and Material Electrical Control Services SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE SUITE 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bid ("IFB"))

SEALED BIDS IN ORIGINAL AND 2 COPIES TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 AM LOCAL TIME ON 6/24/2013. 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 Sheet(s).

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: N/A % 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: <u>Electric Advantage Inc</u>	TELEPHONE NO.: <u>301-424-9588</u>
ADDRESS: <u>1084 Taft Street Rockville, MD 20850</u>	TOLL FREE NO.: <u>N/A</u>
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: <u>301-424-9591</u>
BIDDERS E-MAIL ADDRESS: <u>doneail23@aol.com</u>	

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

Donald D'Amato President
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):

[Signature] 6-21-13
 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: 1027554

MONTGOMERY COUNTY, MARYLAND

BY Mary Ellen Davis-Nash [Signature] 8/28/13
 PRINTED NAME OF CONTRACTING OFFICER SIGNATURE OF CONTRACTING OFFICER AWARD DATE

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QUOTATION SHEET

TIME AND MATERIAL ELECTRICAL CONTROL SERVICES

<u>Labor Classification</u>	<u>Regular Rate</u>	X	<u>Award Factor</u>	=	<u>Sub Total Amount</u>	<u>Overtime Rate</u>	X	<u>Award Factor</u>	=	<u>Sub Total Amount</u>
Master Electrician	\$ <u>25⁰⁰</u> /hr.	X	200	=	\$ <u>5000⁰⁰</u> A.	\$ <u>25⁰⁰</u> /hr.	X	20	=	\$ <u>500⁰⁰</u> H.
PLC Control Specialist	\$ <u>55⁰⁰</u> /hr.	X	2,000	=	\$ <u>110000⁰⁰</u> B.	\$ <u>75⁰⁰</u> /hr.	X	200	=	\$ <u>15000⁰⁰</u> I.
Control Specialist	\$ <u>65⁰⁰</u> /hr.	X	2,000	=	\$ <u>130000⁰⁰</u> C.	\$ <u>85⁰⁰</u> /hr.	X	200	=	\$ <u>17000⁰⁰</u> J.
Journeyman Electrician	\$ <u>72⁰⁰</u> /hr.	X	1,000	=	\$ <u>72000⁰⁰</u> D.	\$ <u>100⁰⁰</u> /hr.	X	100	=	\$ <u>10000⁰⁰</u> K.
Apprentice Electrician	\$ <u>40⁰⁰</u> /hr.	X	1,000	=	\$ <u>40000⁰⁰</u> E.	\$ <u>52⁰⁰</u> /hr.	X	100	=	\$ <u>5200⁰⁰</u> L.
Fire Alarm Specialist	\$ <u>66⁰⁰</u> /hr.	X	1,000	=	\$ <u>66000⁰⁰</u> F.	\$ <u>90⁰⁰</u> /hr.	X	100	=	\$ <u>9000⁰⁰</u> M.
Helper	\$ <u>14⁰⁰</u> /hr.	X	1,000	=	\$ <u>14000⁰⁰</u> G.	\$ <u>21⁰⁰</u> /hr.	X	100	=	\$ <u>2100⁰⁰</u> N.

TOTAL AGGREGATE BID PRICE (Subtotal A+B+C+D+E+F+G+H+I+J+K+L+M+N) = \$ 495,800⁰⁰

The contractor must fill in percent (%) off all Manufacturers' Suggested Current Retail Price (MSRP) for all billable Materials, Supplies and Equipment.

Please designate your percent off MSRP for all billable materials, supplies and equipment % 10

Note: (Minimum percentage of 10 (%) off of MSRP will be acceptable to the County.

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Required Contractor Personnel Complement:

Names, License Numbers and Telephone Number

(1) Steve Reed
Name of (PLC) Control Specialist (resume **MUST** accompany bid)

(2) Kevin Reed
Name of (PLC) Control Specialist (resume **MUST** accompany bid)

(1) Jeff Kornspan
Name of Control Specialist (resume **MUST** accompany bid)

(2) Don O'Amato
Name of Control Specialist (resume **MUST** accompany bid)

(1) Don O'Amato 2868
Name of Master Electrician and License #

(2) Scott Kremer 12664
Name of Master Electrician and License #

(1) Roy Wood 7919
Name of Journeyman Electrician & License #

(2) Don Abrams 7297
Name of Journeyman Electrician & License #

(3) Phil Sharpe 3649
Name of Journeyman Electrician & License #

(4) Jeff Kornspan 6133
Name of Journeyman Electrician & License #

(1) Bill Talbot
Name of Apprentice Electrician

(2) Ray Delgotto
Name of Apprentice Electrician

(1) Scott Moore 00424
Name of Fire Alarm Specialist License #

(2) Mike Maloy 00752
Name of Fire Alarm Specialist & License #

(3) Cory Marshall 00201
Name of Fire Alarm Specialist & License #

(4) Anthony Zavage 00612
Name of Fire Alarm Specialist & License #

Contractor's Twenty-Four (24) Hour Emergency Service Telephone Number 301-424-9588
(Answering machine is not acceptable)

Regular working hours will be 7:30 a.m. to 4:00 p.m. Monday through Friday. Overtime hours are any hours after 4:00 p.m. and before 7:30 a.m. Monday through Friday and any hours on Saturday, Sunday, or Contract holidays. Contract holidays are as follows:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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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 Bid is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/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 lowest responsive and responsible bidder 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(S)

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), please see the cover sheet of this bid.

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 Bid 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.

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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

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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 awardes 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 "v/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.

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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

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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.

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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)			Over 1,000
	Up to 50	Up to 100	Up to 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*	250	500	1,000	See

for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000

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.

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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.

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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.

In the event the facilities are added, (except as provided herein) a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. 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, are 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 contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.
- ◆ 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

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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 building 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. The Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.
- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records.
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade.
- D. Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator is named on the Bid Cover Sheet.

8. CONTRACT TERM

- A. The term of the contract is for **one (1) 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 **four (4)** 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

The Contractor must be available twenty-four (24) hours a day, seven (7) days a week to respond to requests by the Contractor Administrator for emergency repairs.

- **Critical Emergencies** - Critical emergencies are those incidents which require quick repair and pose an immediate detrimental impact on the function of electrical systems, components or dependent services. The Contractor must be required to respond on-site within two (2) hours of the emergency call being made to the Contractor.
- **General Emergencies**: General emergencies are breakage which require quick repair, but do not pose an immediate electrical problem. The Contractor must be required to respond on-site within six (6) hours of the call being made to the Contractor.

- **For work other than emergency call back service** - The Contractor must respond with a Not To Exceed Estimate (NTE) within three (3) business days of a call for service. To be acceptable by the Contract Administrator, all estimates must be completed within 30 days.

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, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. 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 Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and 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 this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use their own internal Job Release System and Financial Department methods. 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.

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

The Contractor must prepare and submit a Job Authorization Form (JAF), (Attachment "E") to the Contract Administrator for approval prior to performing work in accordance with contract prices, which will contain the following:

- a. Brief description of the work to be performed
- b. Number of labor hours and types of labor
- c. Material cost estimate

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- d. Estimated completion date
- e. Contract number
- f. Signature verifying estimate

No request will be considered for compensation in addition to the price submitted in the JAF, Attachment E) unless modified in writing by the Contract Administrator:

If the Job Authorization Form (Attachment "E"), Not-To-Exceed (NTE) estimates are determined to be excessive in cost or completion date, the County may solicit as per the Montgomery County Procurement Regulations.

20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or 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 item or service 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 and materials 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 inside delivery. 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

Orders placed before, but delivered after the effective termination date of the contract, are to be honored with all terms, conditions and prices of the contract in effect until the final delivery and/or installation is made and accepted by the County.

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)

Time and Material Electrical Control Services

Rockville, Maryland 20854
(240) 777-5360

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. Site inspections may be arranged by calling the individual named on the Bid Cover Sheet.

44. TRAVEL TIME

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.

46. CONTRACT ADMINISTRATOR

The designated Contract Administrator for a contract resulting from this IFB is:

Michael Harkness, Deputy Chief
Division of Facilities Management
Department of General Services
1301 Seven Locks Road

47. INSPECTION

All work and materials supplied under these specifications shall be subject to inspection by the Contract Administrator. All parts of the work shall 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.

48. INVESTIGATIONS

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.

49. SUPPLIES, MATERIALS AND EQUIPMENT

Billable supplies, materials and equipment supplied by the Contractor shall be at Contractor's percent discount from the MSRP as designated on the bid sheet. Contractor's cost is the MSRP cost minus the percentage discount (as designated from the Contractor's bid sheet) to the Contractor from the supplier (F.O.B. Contractor's Facility). Contractor's charges for materials shall be based on established MSRP Catalog or MSRP List price in effect when material is furnished, and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quality, or the current market price, whichever is lower. No cost will be allowed for sales tax or delivery/shipping charges. The County reserves the right to furnish any or all materials for work performed under this contract.

50. PAYMENTS

The Contractor shall bill the County within ten (10) days upon completion of services performed during the prior month in accordance with the contract at the prices set forth herein.

Contractor must submit (2 copies) of each invoice supported by records of "Time and Material" along with the Contractor's completed copy of the Job Authorization Form (JAF - Attachment E). The Contractor will provide a copy of the Manufacturers Suggested Retail Price (MSRP) for any and all billable supplies, materials and/or equipment purchased for a specific job when a request for such record is requested by the Contract Administrator or his designee.

The Contract Administrator will decline the application for payment unless all job tickets 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. The County shall pay the Contractor within thirty (30) days after approval of true & correct invoices.

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 the work is not in compliance with the terms and conditions of the contract document. The Contract Administrator may also decline to approve any invoice, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any invoice previously issued, to such extent as may be necessary to protect the County from loss, because of, but not limited to, the following:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claim(s).
- c. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment.
- d. Reasonable indication that the work will not be completed within the contract time.
- e. Unsatisfactory prosecution and/or performance of the work by the Contractor.

51. PERMITS

The Contractor will be responsible for obtaining all necessary permits to perform specific work as required and will be responsible for scheduling inspections and adhering to National, State of Maryland, County and Municipal code requirements related hereto.

52. PERSONNEL

The Contractor must have as part of their regularly employed staff:

Time and Material Electrical Control Services

- a. A minimum of four (4) full time (40 hours per week) Montgomery County licensed Journeyman Electricians, capable of working on electrical and electronic control devices and equipment up to 600 volts. Names and license numbers to be provided.
- b. A minimum of two (2) full-time (40 hours per week) Montgomery County licensed Master Electricians. Names and license numbers to be provided.
- c. A minimum of two (2) full-time (40 hours per week) Program Logic Control (PLC) Specialists capable of designing and troubleshooting control systems and circuits. This includes but is not limited to Siemens Technology Energy Management Systems, Paragon EC 128 and Honeywell M7505 control equipment, Barber-Colman, Variable Frequency Drive equipment, and the ability to; design, troubleshoot and install other similar control devices such as: Fire Alarm systems, Card and Cypher Access Security systems and CCTV systems. Names and license numbers to be provided.
- d. A minimum of two (2) full time (40 hours per week) Apprentice Electricians.
- e. A minimum of four (4) Fire Alarm Specialists capable of installation, maintenance, testing and inspection. Names and license numbers to be provided.
- f. A minimum of two (2) full time (40 hours per week) Electrician Helpers.
- g. The Contractor's employees must wear uniforms provided by the Contractor. Uniforms must bear the Contractor's emblem and employee's name, they must be maintained in a serviceable, and neat condition at all times. Each employee of the Contractor (regardless of labor classification) must carry a photograph identification badge provided by the Contractor to identify themselves while on County work sites. The photo on the badge must have been taken within two years of the contract award date and pertinent information on the photo I.D. badge must include the employee's full name, company name, address, phone number the employee's identification number and the signature of the employee's supervisor. The Contractor's employees assigned to work at Secured Facilities may be issued "Visitor" badges by Security personnel which must be worn along with the Company ID badge. The "Visitor's badge must be returned to the Security personnel whom issued the "Visitor" badge when the Contractors employee has finished his/her work shift at the site. The Contractor's Master and Journeyman Electricians and Control Specialist must be able to communicate clearly in the English language.

53. SERVICE FACILITY

The Contractor may be called upon to demonstrate evidence of a service facility, as well as an adequate supply of electrical supplies to provide both regular and emergency electrical services as described in the specifications. The facility shall be owned or leased by the Contractor and such ownership or lease must be effective during the entire term of the Contract. The facility may be inspected prior to award of the invitation or any time during the contract period.

54. SUBCONTRACTING

For work related to the intent of this contract, Subcontractors may be utilized. No Subcontractors will be authorized without prior approval of the Contract Administrator. Should the Contractor require the use of Subcontractor(s) in the performance of work activities under this Contract, the Contractor will submit to the Contract Administrator the name of the Subcontractor and three (3) examples of projects of similar size and scope to which the Subcontractor has performed. The County reserves the right to reject any Subcontractor that does not provide qualified examples. No more than 50% of the aggregate estimated value of the Contract will be permitted to be Subcontracted. All work Subcontracted will be issued via a Job Authorization Form (JAF).

55. TOOLS AND EQUIPMENT

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

No payment will be made for equipment rental unless specific approval is obtained before the fact and the rate is mutually agreed to by the Contractor and Contract Administrator; no payment for normal and customary tools, etc., as stated above. The Job Authorization Form (Attachment A) shall reflect such agreements.

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. The Contractor shall maintain the same control, procedures and quality throughout the contract term, including any renewals.

The Contractor must own, or have in their possession a signed lease agreement for all tools and equipment necessary for performing Electrical services as specified by the County.

IFB # 1027554
Time and Material Electrical Control Services

Appendix to Section B

Time and Material Electronic Control Services

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

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

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

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

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

Certificate Holder

Montgomery County, Maryland
DPWT / Operations / Valerie Hubanks
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

IFB # 1027554
Time and Material Electrical Control Services

SECTION D – SPECIFICATIONS/SCOPE OF WORK

1.0 INTENT

A contract or the contracts resulting from this IFB will provide for the performance of Time and Material for General Electrical/Maintenance/Installation services, Program Logic Controls (PLC) services and Fire Alarm installation, maintenance, testing and inspection at County owned/maintained facilities on an as-needed basis. The scope of work includes, but is not strictly limited to the following:

a. **Control Systems**

The Contractor must provide all necessary management, supervision, personnel, licensing, overhead, labor, tools, materials and equipment for Electrical Control Maintenance/Repairs at County owned/maintained facilities. Work may be performed on interior or exterior as requested. Services include design, installation, troubleshooting and repair of all types of control systems and circuits to include but not limited to the following:

- Programmable Logic Controllers (PLC)
- Various Building Management systems (HVAC, Lighting, Security, Emergency Power systems)
- High security systems for Correctional Facilities
- Fire alarm systems
- Card access security systems
- CCTV systems
- Lighting dimming systems
- HVAC Control systems (Siemens, Honeywell, etc.)
- Emergency stand-by generation systems, UPS, power converters
- Variable Frequency Drives

b. **New Installation, Renovation and Alterations**

The Contractor must provide all necessary management, supervision, personnel, overhead, labor, tools, materials and equipment for electrical installation, renovation and alterations at County owned/maintained facilities. Installations, renovations and alterations, will include exterior and interior applications. The Contractor shall work from verbal instructions, sketches or drawing as provided and approved by the Contract Administrator or designee. Services include: Design, installation, troubleshooting and repair of all types of electrical systems and circuits to include but not limited to the following:

- Main distribution panels
- Sub-panels
- Control panels
- Switches and switch gear
- All types of lighting systems
- HVAC and heating systems
- Raceways and duct-banks
- Transformers and Transfer Switches
- Appliances – commercial & residential
- Generators - gas and diesel

c. **Renovation/New Installations**

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Time and Material Electrical Control Services

The Contractor shall provide all materials and labor necessary for renovations, alterations and installations of new and existing electrical control systems. The Contractor must work from verbal instructions, sketches, or drawings as provided and approved by the Contract Administrator or designee.

d. **Regular Working Days and Hours**

Services shall be on an as-needed basis upon direction of the Contractor Administrator or designee. All work must be performed by competent Electricians, experienced in commercial electrical services. All work will be first class in accordance with good commercial practice. Regular working hours and days are 7:30 a.m. to 4:00 p.m., Monday through Friday, Excluding Contract Holidays. Any changes in these working hours must be approved in advance. The Contractor must have sufficient resources to respond to more than on the job at any given time should the need arise. Contract Holidays are as follows:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

2.0 QUALITY ASSURANCE

Contractor must be an established commercial Electrical Contractor, experienced in providing Electrical/Mechanical Security services and Fire Alarm installation, maintenance, testing and inspection of the types and to the extent outlined in these specifications.

3.0 QUALIFICATIONS OF CONTRACTOR

- 3.1 Contractor must provide supervision and qualified personnel to insure competent performance of the work. The bidder will provide evidence of experience in providing Electrical Control and Programmable Logic Controller (PLC) maintenance and/or installation services to the type of electrical items as outlined in the specifications. The bidder must be an established entity with commercial experience in providing electrical services of the types and to the extent as defined in these specifications and evidence that the Contractor has successfully conducted such operations for a period of not less than three (3) years within the last five (5) years. The bidder must include with their bid submittal the two (2) PLC Control Specialist's resumes; and two (2) control specialist's resumes to include the extent of work experience on the type of systems or equivalent as defined in these specifications.
- 3.2 The Contractor and the contractor's Fire Alarm Specialist's must have a Fire Alarm Systems License for Montgomery County, Maryland.
- 3.3 The Master and Journeyman Electricians, Control Specialists, and Fire Alarm Specialists must be able to communicate clearly in the English language. No change of personnel shall be made without the approval of the Contract Administrator. Replacement personnel, if approved by the County, must be of equal or better qualifications.
- 3.4 The Contractor must own, lease, or have made arrangements to acquire all necessary tools and equipment, with certification that such equipment is not obligated for other long term purposes within the scope of the Contractor's existing operations.
- 3.5 Contractor must be responsible for the proper conduct of all contractor personnel while on the premises. Contractor must not employ any person or person 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 confirms is detrimental to the best interest of the County. 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.

Time and Material Electrical Control Services

4.0 COMMUNICATION

- 4.1 The Contractor must provide a business phone that is available for communication between the County and Contractor week days during regular work hours.
- 4.2 The Contractor must have daily, direct access to a working fax machine.

5.0 STORAGE

No Materials or equipment shall be stored at any of the County facilities, unless authorized by the Contract Administrator.

6.0 PERFORMANCE

- 6.1 The Contractor must work from verbal and/or written instructions, sketches, or drawings. The Contractor is to have sufficient resources to be able to respond to more than one (1) job at any given time.
- 6.2 The Contractor must submit daily tickets (2) with their invoices to the Contract Administrator. The Daily ticket(s) must contain the name(s) of the Electrician(s), Control Specialist, and Helper(s). Ticket(s) must contain the hours they worked, time of lunch break and a brief description of the daily activities and a list of all parts/materials used for that day.

7.0. EMERGENCY CALL BACK SERVICE

The Contractor must be available twenty-four (24) hours a day, seven (7) days a week to respond to requests by the Contract Administrator for emergency repairs and/or replacement. The County reserves the right to specify what constitutes the emergency situation. Emergency services will comply with all requirements of the Specifications and/or Scope of Work, except that verbal estimates and approvals are acceptable. See Section C., paragraph 58, for Emergency Call Back Response time and conditions.

8.0 DEBRIS

Removal and disposal of debris caused by the Contractor will be the responsibility of the Contractor.

Local Small Business Reserve Program (LSBRP) Notice

INVITATION FOR BID/REQUEST FOR #1027554

Time and Material Electrical Control 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/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of 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 or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Notice to Bidders

Invitation for Bids

1027554

Time and Material Electrical Control 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, 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), and clicking on "Departments," "General Services," and then "Office of Procurement." Also, the Wage Requirements law ("Living Wage") is available at the same website.

Notice to Bidders

Invitation for Bids

1027554

Time and Material Electrical Control Services

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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, 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), and clicking on "Departments," "General Services," and then "Office of Procurement." Also, the Wage Requirements law ("Living Wage") is available at the same website.

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Time and Material Electrical Control 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/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of 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 or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

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.

Time and Material Electrical Control Services

9		CONTRACT VALUE
10	<input checked="" type="checkbox"/>	CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/>	CORRECTION OF WORK AFTER FINAL PAYMENT
12	<input checked="" type="checkbox"/>	CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input checked="" type="checkbox"/>	DAMAGE/SHORTAGE
14		DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19		ESTIMATES
20	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY
22	<input checked="" type="checkbox"/>	INVOICES – Don Collins Division of Facilities Management Department of General Services 1301 Seven Locks Road Rockville, Maryland 20854 Phone: (240) 777-5367 (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	<input checked="" type="checkbox"/>	MATERIAL AND WORKMANSHIP
26		MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS

29	<input checked="" type="checkbox"/>	NET PRICES
30		NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS
35	<input checked="" type="checkbox"/>	PERFORMANCE BOND: In the amount of \$50,000.00 is required.
36		(this provision has been intentionally left blank)
37	<input checked="" type="checkbox"/>	PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39	<input checked="" type="checkbox"/>	PURCHASE ORDERS/JOB RELEASES
40		QUANTITIES
41	<input checked="" type="checkbox"/>	SAFETY STANDARDS
42		SERVICE
43	<input checked="" type="checkbox"/>	SITE INSPECTION--Don Collins (240) 777-5367
44	<input checked="" type="checkbox"/>	TRAVEL TIME
45	<input checked="" type="checkbox"/>	WARRANTY
46	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR
47	<input checked="" type="checkbox"/>	INSPECTION
48	<input checked="" type="checkbox"/>	INVESTIGATIONS
49	<input checked="" type="checkbox"/>	SUPPLIES, MATERIALS AND EQUIPMENT
50	<input checked="" type="checkbox"/>	PAYMENTS
51	<input checked="" type="checkbox"/>	PERMITS
52	<input checked="" type="checkbox"/>	PERSONNEL
53	<input checked="" type="checkbox"/>	SERVICE FACILITY
54	<input checked="" type="checkbox"/>	SUBCONTRACTING
55	<input checked="" type="checkbox"/>	TOOLS AND EQUIPMENT

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 | <u>XX</u> Other: Resumes for (PLC) Control Specialist & Control Specialist (See page E2) |
| _____ Price List(s) | _____ Delivery Schedule | <u>XX</u> Bid Guarantee (see pages A & 1) |
| <u>XX</u> Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C) | | |

XX E- "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E1 through E2 Quotation Sheet(s),

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:

- Financial Data
 - Installation Schedules
 - Other: as follows: _____
 - Personnel Data
 - Plans or Drawings
 - Performance Bond (See Pages B & 10)**
 - Certificate of Insurance (see page 6, paragraph #21) and Mandatory Insurance Requirements contained in Appendix to Section B.
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.
 - Wage Requirements Certification of Posting Notice
 - Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), If requested in the Intent to Award notice.
- 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**:

- 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 forward as a result of this solicitation, the plan needs to be submitted with your bid.)
- Metropolitan Washington Council of Governments Rider Clause (See Page D)
- 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: Montgomery County
 Address: 1301 Seven Locks Road City: Rockville ST: MD Zip: 20850
 Contact Person: Don Collins Phone: 240-777-5367
2. Name of Firm: City of Rockville
 Address: 111 Maryland Ave City: Rockville ST: MD Zip: 20850
 Contact Person: Mike Critzer Phone: 240-314-8703
3. Name of Firm: MNCPPC
 Address: 6611 Kenilworth Ave City: Riverdale ST: MD Zip: 20737
 Contact Person: Mechelle Myers Phone: 301-454-1600

Time and Material Electrical Control Services

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	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Manassas Park, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Charles County Public Schools	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Northern Virginia Community College
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Potomac & Rappahannock Transportation Commission
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia Water & Sewer Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Spotsylvania County Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manassas, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	City of Manassas Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Electric Advantage Inc
 Vendor's Name