

IFB #1174910

MONTGOMERY COUNTY, MARYLAND
Furnishing and Installing Pavement Markings
SOLICITATION, BID AND AWARD SHEET

Bidder must electronically submit
 their bid through
[www.bidnetdirect.com/marvland/
 montgomerycounty](http://www.bidnetdirect.com/marvland/montgomerycounty)

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

ELECTRONIC BIDS SUBMITTED 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 **10/23/2024**. BIDS WILL BE PUBLICLY OPENED VIRTUALLY AT THE DATE AND TIME STATED. **Join the meeting now** Meeting ID: 263 956 110 299 Passcode: ZSqsR8 Dial in by phone +1 443-692-5768, 824059275# United States, Baltimore Find a local number Phone conference ID: 824 059 275#

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE DENIED BY THE BIDNET APPLICATION. THE FOLLOWING DOCUMENTS 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 that change Section D will supersede in the event of a conflict.
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 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: www.montgomerycountymd.gov/PRO/Laws.html

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

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of 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.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:
 A Annandale, Inc.

TELEPHONE NO.:
 540-479-1441

ADDRESS:
 30 Baron Park Rd. Fredericksburg, Va. 22405

TOLL FREE NO.:

REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)

FAX NO.:
 540-479-3276

BIDDER'S E-MAIL ADDRESS:
 jdishong@a-annandale.com

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 |
|--------------------|--------------------|
| | |
| | |
| | |

Jason Dishong Vice President

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

Jason Dishong
 SIGNATURE OF ABOVE PERSON:

10/16/2024

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:

1178653

MONTGOMERY COUNTY, MARYLAND

BY Karen deluca

Karen Deluca

2/12/2025

PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

AWARD DATE

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

QUOTATION SHEET

The quantities listed below are estimated annual quantities and may vary depending on need and fiscal budgets. ALL THERMOPLASTIC PAVEMENT MARKINGS ARE TO BE 0.125" in THICKNESS EXCEPT AS NOTED):

| ITEM # | DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL AMOUNT |
|--------|--|----------------------|---|---------------------|---|----------------------|
| 1) | 5" Yellow Longitudinal (.090" thickness) | 400,000 LF | X | \$ <u>.65</u> LF | = | \$ <u>260,000.00</u> |
| 2) | 5" White Longitudinal (.090" thickness) | 200,000 LF | X | \$ <u>.65</u> LF | = | \$ <u>130,000.00</u> |
| 3) | 10" White Longitudinal (.090" thickness) | 16,000 LF | X | \$ <u>1.50</u> LF | = | \$ <u>24,000.00</u> |
| 4) | 5" White Transverse | 10,000 LF | X | \$ <u>.75</u> LF | = | \$ <u>7,500.00</u> |
| 5) | 8" White Transverse | 8,000 LF | X | \$ <u>2.25</u> LF | = | \$ <u>18,000.00</u> |
| 6) | 12" White Transverse (includes X-hatches) | 30,000 LF | X | \$ <u>3.75</u> LF | = | \$ <u>112,500.00</u> |
| 7) | 16" White Transverse | 8,000 LF | X | \$ <u>6.25</u> LF | = | \$ <u>50,000.00</u> |
| 8) | 24" White Transverse | 1000 LF | X | \$ <u>9.00</u> LF | = | \$ <u>9,000.00</u> |
| 9) | 12" Yellow X-Hatch | 1000 LF | X | \$ <u>3.75</u> LF | = | \$ <u>3,750.00</u> |
| 10) | 8" Single Arrow | 50 EA | X | \$ <u>150.00</u> EA | = | \$ <u>7,500.00</u> |
| 11) | Combined Thru/Right Arrow | 10 EA | X | \$ <u>225.00</u> EA | = | \$ <u>2,250.00</u> |

HEAT APPLIED PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

| | | | | | | |
|-----|---|---------|---|--------------------|---|---------------------|
| 12) | 12" White Transverse | 2000 LF | X | \$ <u>7.50</u> LF | = | \$ <u>15,000.00</u> |
| 13) | 16" White Transverse | 500 LF | X | \$ <u>9.25</u> LF | = | \$ <u>4,625.00</u> |
| 14) | 24" White Transverse | 300 LF | X | \$ <u>14.50</u> LF | = | \$ <u>4,350.00</u> |
| 15) | Yield lines (isosceles triangles) 12" base, 18" height | 50 EA | X | \$ <u>15.00</u> EA | = | \$ <u>750.00</u> |

PERMANENT PREFORMED PATTERNED REFLECTIVE PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|----------------------|---------|---|--------------------|---|--------------------|
| 16) | 12" White Transverse | 1000 LF | X | \$ <u>7.15</u> LF | = | \$ <u>7,150.00</u> |
| 17) | 16" White Transverse | 500 LF | X | \$ <u>8.75</u> LF | = | \$ <u>4,375.00</u> |
| 18) | 24" White Transverse | 200 LF | X | \$ <u>12.30</u> LF | = | \$ <u>2,460.00</u> |

PERMANENT PREFORMED PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|---|--------|---|---------------------|---|---------------------|
| 19) | 8' Single Arrow | 200 EA | X | \$ <u>225.00</u> EA | = | \$ <u>45,000.00</u> |
| 20) | Combined Thru/Right Arrow | 30 EA | X | \$ <u>350.00</u> EA | = | \$ <u>10,500.00</u> |
| 21) | Merge Arrow | 30 EA | X | \$ <u>550.00</u> EA | = | \$ <u>16,500.00</u> |
| 22) | Bike Symbol - bike, bicyclist, helmet, arrow | 150 EA | X | \$ <u>250.00</u> EA | = | \$ <u>37,500.00</u> |

QUOTATION SHEET (continued)

| ITEM# | DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL AMOUNT |
|-------|-------------------------------------|-------------------------|---|--------------|---|--------------|
| 23) | Bike Symbol – bike, two chevrons | 150 EA | X | \$ 250.00 EA | = | \$ 37,500.00 |
| 24) | Railroad Crossing | 100 EA | X | \$ 625.00 EA | = | \$ 62,500.00 |
| 25) | Other Symbol or Legend | 400 SF | X | \$ 20.00 SF | = | \$ 8,000.00 |

REMOVAL OF EXISTING PAVEMENT MARKINGS

| | | | | | | |
|-----|--|-----------|---|-------------|---|--------------|
| 26) | Removal of Paint (Grinding) | 1,500 SF | X | \$ 2.00 SF | = | \$ 3,000.00 |
| 27) | Removal of Paint (Water Blasting) | 500 SF | X | \$ 15.00 SF | = | \$ 7,500.00 |
| 28) | Removal of Thermoplastic | 25,000 SF | X | \$ 2.75 SF | = | \$ 68,750.00 |
| 29) | Removal of Thermoplastic (Water Blasting) | 500 SF | X | \$ 15.00 SF | = | \$ 7,500.00 |

PRIMER - SEALER

| | | | | | | |
|-----|---------------------------|----------|---|------------|---|-------------|
| 30) | Primer/Sealer Application | 5,000 SF | X | \$ 0.50 SF | = | \$ 2,500.00 |
|-----|---------------------------|----------|---|------------|---|-------------|

REMOVABLE PREFORMED PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|------------------------|----------|---|------------|---|-------------|
| 31) | 5" White Longitudinal | 1,000 LF | X | \$ 2.50 LF | = | \$ 2,500.00 |
| 32) | 5" Yellow Longitudinal | 1,000 LF | X | \$ 2.50 LF | = | \$ 2,500.00 |

NONTOXIC LEAD-FREE WATER BORNE PAVEMENT MARKINGS

| | | | | | | |
|-----|--------------------------|--------------|---|------------|---|---------------|
| 33) | 5" Yellow Longitudinal | 1,000,000 LF | X | \$ 0.15 LF | = | \$ 150,000.00 |
| 34) | 5" White Longitudinal | 700,000 LF | X | \$ 0.15 LF | = | \$ 105,000.00 |
| 35) | 10" White Longitudinal | 100,000 LF | X | \$ 0.25 LF | = | \$ 25,000.00 |
| 36) | 10" Yellow Longitudinal | 100,000 LF | X | \$ 0.25 LF | = | \$ 25,000.00 |
| 37) | Removal of temp Markings | 20,000 SF | X | \$ 0.75 SF | = | \$ 15,000.00 |

COLORED PAVEMENT FOR BIKE/BUS FACILITIES

| | | | | | | |
|-----|---|-----------|---|------------|---|---------------|
| 38) | Ennis-Flint CycleGrip MMA or approved equivalent | 50,000 SF | X | \$ 8.00 SF | = | \$ 400,000.00 |
| 39) | Ennis-Flint PreMark Preformed Thermoplastic or approved equivalent | 10,000 SF | X | \$ 8.00 SF | = | \$ 80,000.00 |
| 40) | Ennis-Flint Transit Lane Red Colored MMAX Lane Treatment or equal | 10,000 SF | X | \$ 8.00 SF | = | \$ 80,000.00 |

TOTAL AGGREGATE AMOUNT OF THE UNIT PRICES EXTENDED
BY THE EST. QUANTITIES (Items 1 through 40) = \$ 1,854,960.00

QUOTATION SHEET (continued)REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after receipt of a purchase order or release against a blanket purchase order)

| <u>ITEM NO.</u> | <u>DELIVERY REQUIRED BY COUNTY</u> | <u>BIDDER'S PROPOSED DELIVERY</u> |
|-----------------|------------------------------------|-----------------------------------|
| <u>ALL</u> | <u>14 Calendar Days</u> | <u>Calendar Days</u> |

CONTACT PERSONS

Contact Person for Questions Concerning Your Bid: Jason Dishong

Land Line # 540-479-1441

Cell # 703-898-2874

Email Address: jdishong@a-annandale.com

Contact Person for Placing Work Orders: Vernon Farnsworth

Land Line # 540-479-1441

Cell # 703-965-2891

Email Address: vfarnsworth@a-annandale.com

OPERATING HOURS

Normal Operating Hours - Weekdays: From: 7:00 AM To: 4:00 PM

Normal Operating Hours - Saturdays: From: N/A AM To: N/A PM

SUBCONTRACTING

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

Portion of the work: Hydro-Milling (Water Blasting)

Name of Subcontractor: Zone Striping Inc. Address: 718 Jacob Harris Ln. Glassboro, NJ 08028 Telephone # 856-582-5900

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE

A. Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the 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.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. 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 the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

| YES | NO | JURISDICTION | YES | NO | JURISDICTION |
|-----|----|---|-----|----|--|
| | X | Alexandria, Virginia | | X | Howard County Schools |
| | X | Alexandria Public Schools | | X | Herndon, Virginia |
| | X | Alexandria Sanitation Authority | | X | Leesburg, Virginia |
| | X | Annapolis City | | X | Loudoun County, Virginia |
| | X | Anne Arundel County | | X | Loudoun County Public Schools |
| | | Anne Arundel Schools | | | Loudoun County Water Authority |
| | X | | | X | |
| | X | Arlington County, Virginia | | X | Manassas, Virginia |
| | X | Arlington County Public Schools | | X | City of Manassas Public Schools |
| | X | Baltimore City | | X | Manassas Park, Virginia |
| | X | Baltimore County Schools | | X | MD-National Capital Park & Planning Comm. |
| | X | Bladensburg, Maryland | | X | Metropolitan Washington Airports Authority |
| | X | Bowie, Maryland | | X | Metropolitan Washington Council of Governments |
| | X | BRPC | | X | Montgomery College |
| | X | Carroll County | | X | Montgomery County Public Schools |
| | X | Carroll County Schools | | X | Prince George's County, Maryland |
| | X | Charles County Government | | X | Prince George's Public Schools |
| | X | Charles County Schools | | X | Prince William County, Virginia |
| | X | City of Fredericksburg | | X | Prince William County Public Schools |
| | X | College Park, Maryland | | X | Prince William County Service Authority |
| | X | District of Columbia Government | | X | Rockville, Maryland |
| | X | District of Columbia Schools | | X | Spotsylvania County Govt. & Schools |
| | X | District of Columbia Water & Sewer Auth. | | X | Stafford County, Virginia |
| | X | Fairfax County, Virginia | | X | Takoma Park, Maryland |
| | X | Fairfax County Water Authority | | X | Upper Occoquan Sewage Authority |
| | X | Falls Church, Virginia | | X | University of the District of Columbia |
| | X | Fauquier County Schools & Govt., Virginia | | X | Vienna, Virginia |
| | X | Frederick, Maryland | | X | Washington Metropolitan Area Transit Auth. |
| | X | Gaithersburg, Maryland | | X | Washington Suburban Sanitary Commission |
| | X | Greenbelt, Maryland | | X | Winchester, Virginia |
| | X | Harford County | | X | Winchester Public Schools |
| | X | Harford County Schools | | | |
| | X | Howard County | | | |

A Annandale, Inc.

Vendor's Name

Notice to Bidders

Invitation for Bids #1174910 for Furnishing and Installing Pavement Markings

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 #27, under Section A, "Services Contract", on page 4, 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) Non-profit 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 on Page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must submit certified payroll records for all employees and all subcontractor's employees governed by the Wage Requirements Law, for each payroll period, to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must be submitted quarterly (January, April, July, and October for the prior quarter) and must include the following for each employee and each subcontractor's employee: 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 contained in Attachment C. Note that for services contracts, you can find the current mandatory per-hour wage rate payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/WRL).

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty no later than the due date and time as indicated on Page A and Page E. Bidders must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. It is the bidder's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal. The County will not accept bids submitted after the due date and time as indicated on Page A and Page E.

The County will not accept bids it receives by fax, email, mail, or personal delivery. All faxed, emailed, mailed, or personally delivered bids will be returned to the bidder.

Please note:

- The **Name and Signature Requirements** sections located on the Solicitation, Bid, and Award Sheet. **Failure to sign your bid as required may be cause for your bid to be deemed nonresponsive.**
- 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 nonresponsive.**
- The **Method of Award** stated in this solicitation on Page A and Page 1, in Section A, Item #3.

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
27 COURTHOUSE SQUARE, SUITE 330
ROCKVILLE, MARYLAND 20850-4166

| | | | | | |
|-------|--|---------------|--|---------------|--------------------|
| IFB#: | 1174910 | OPENING DATE: | October 23, 2024* virtual, see Page E | OPENING TIME: | 11:00 am |
| FOR: | Furnishing and Installing Pavement Markings | | | ISSUE DATE: | September 12, 2024 |

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES

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

| | | |
|--|-------------------------------------|--|
| 1 | | BID GUARANTEE: A bid guarantee of N/A is required for this bid. |
| 2 | <input checked="" type="checkbox"/> | INTENT: A <input checked="" type="checkbox"/> B _____ |
| 3 | <input checked="" type="checkbox"/> | METHOD OF AWARD A. _____ B. _____ C. _____ D. _____ E. <input checked="" type="checkbox"/> (other) Contracts will be awarded to the two (2) responsible bidders submitting the lowest responsive bids, as determined by the Director, Office of Procurement. The lowest bids will be determined by the aggregate amount of the unit Prices extended by the estimated quantities set forth on the Quotation Sheets. The responsible bidder submitting the lowest responsive bid will be the Primary Contractor. The responsible bidder submitting the second lowest responsive bid will be the Secondary Contractor. Bidders must bid all items on the Quotation Sheets to be eligible for an award. |
| 4 | | OPTIONAL PRE-BID CONFERENCE Date: _____ Time: _____ Location: _____ |
| 5 | | OR EQUAL INTERPRETATION |
| 6 | <input checked="" type="checkbox"/> | QUESTIONS: Technical Contact: Dan Sanayi 240-777-2190 Dan.Sanayi@montgomerycountymd.gov Non-Technical Contact: Michael Rivas Michael.Rivas@montgomerycountymd.gov |
| 7 | | SAMPLES |
| 27 | <input checked="" type="checkbox"/> | SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate) |
| 28 | | CONSTRUCTION CONTRACT (see Attachment D) |
| 29 | <input checked="" type="checkbox"/> | LOCAL BUSINESS PREFERENCE (LBP) https://www.montgomerycountymd.gov/PRO/DBRC/local-business-preference.html |
| All provisions in the solicitation, including Section A, numbers 8 through 26 and 30, shall be applicable to any contract awarded as a result of this solicitation. | | |

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation are listed in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor.

SECTION C – SPECIAL TERMS AND CONDITIONS

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

| | | |
|----|-------------------------------------|--|
| 1 | | ADD OR DELETE |
| 2 | <input checked="" type="checkbox"/> | ANNUAL PRICE ADJUSTMENT A. _____ Commodity/Service Group: B. <input checked="" type="checkbox"/> All Items |
| 3 | | CATALOG DISCOUNT PRICES |
| 4 | | CATALOG/PRICE LIST REQUIREMENTS |
| 5 | | CERTIFICATE OF ORIGIN |
| 6 | <input checked="" type="checkbox"/> | CLEANING OF SITE |
| 7 | <input checked="" type="checkbox"/> | CONTRACT ADMINISTRATOR: Dan Sanayi |
| 8 | <input checked="" type="checkbox"/> | CONTRACT TERM <input checked="" type="checkbox"/> A. _____ B. Other: _____ |
| 9 | | CONTRACT VALUE |
| 10 | | 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 | | 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 Send all invoices to James Leach at james.leach@montgomerycountymd.gov |
| 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 | <input checked="" type="checkbox"/> | NEW MATERIALS |
| 31 | | OPTION TO INCREASE QUANTITIES |
| 32 | <input checked="" type="checkbox"/> | ORDERING TERMS |
| 33 | | PARTS/SERVICE |
| 34 | | PAYMENTS |
| 35 | <input checked="" type="checkbox"/> | <u>PERFORMANCE BOND</u> : In the amount of 100,000 is required for the primary Contractor and \$50,000 for the secondary Contractor. |

| | | |
|----|-------------------------------------|--|
| 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 | <input checked="" type="checkbox"/> | QUANTITIES |
| 41 | <input checked="" type="checkbox"/> | SAFETY STANDARDS |
| 42 | | SERVICE |
| 43 | | SITE INSPECTION |
| 44 | | TRAVEL TIME |
| 45 | | WARRANTY |
| 46 | <input checked="" type="checkbox"/> | PRIMARY AND SECONDARY CONTRACTORS |
| | | |
| | | |

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:

XX “SOLICITATION, BID AND AWARD SHEET” (including page E and pages E-1 through E-4 Quotation Sheets)

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

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

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.

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

b. AWARD SUBMISSIONS:

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

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

_____ Local Business Subcontract Plan (Attachment F), if requested in the Intent to Award notice.

_____ Other: as follows: _____ **XX** Performance Bond (See Pages B & 11)

XX Certificate of Insurance (see page 6, paragraph #21) and Mandatory Insurance Requirements contained in Appendix to Section B or Insurance Table. Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.

XX Wage Requirements Certification of Posting Notice

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, Female, Disabled Person Subcontractor Performance Plan (See Attachment B)

XX (To ensure a contract can move forward as a result of this solicitation, the plan needs be submitted with your bid.)

XX Mid-Atlantic Purchasing Team Rider Clause (See Page D)

XX References (See Below)

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

Local Business Subcontract Plan (Attachment F)

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 nonresponsive by the Director, Office of Procurement, or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____
 Email Address: _____

2. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____
 Email Address: _____

3. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Phone: _____
 Email Address: _____

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE****A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the 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.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. 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 the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

| <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u> | <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u> |
|--------------------------|--------------------------|---|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Alexandria, Virginia | <input type="checkbox"/> | <input type="checkbox"/> | Howard County Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Alexandria Public Schools | <input type="checkbox"/> | <input type="checkbox"/> | Herndon, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Alexandria Sanitation Authority | <input type="checkbox"/> | <input type="checkbox"/> | Leesburg, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Annapolis City | <input type="checkbox"/> | <input type="checkbox"/> | Loudoun County, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Anne Arundel County | <input type="checkbox"/> | <input type="checkbox"/> | Loudoun County Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Anne Arundel Schools | <input type="checkbox"/> | <input type="checkbox"/> | Loudoun County Water Authority |
| <input type="checkbox"/> | <input type="checkbox"/> | Arlington County, Virginia | <input type="checkbox"/> | <input type="checkbox"/> | Manassas, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Arlington County Public Schools | <input type="checkbox"/> | <input type="checkbox"/> | City of Manassas Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Baltimore City | <input type="checkbox"/> | <input type="checkbox"/> | Manassas Park, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Baltimore County Schools | <input type="checkbox"/> | <input type="checkbox"/> | MD-National Capital Park & Planning Comm. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bladensburg, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Metropolitan Washington Airports Authority |
| <input type="checkbox"/> | <input type="checkbox"/> | Bowie, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Metropolitan Washington Council of Governments |
| <input type="checkbox"/> | <input type="checkbox"/> | BRCPC | <input type="checkbox"/> | <input type="checkbox"/> | Montgomery College |
| <input type="checkbox"/> | <input type="checkbox"/> | Carroll County | <input type="checkbox"/> | <input type="checkbox"/> | Montgomery County Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Carroll County Schools | <input type="checkbox"/> | <input type="checkbox"/> | Prince George's County, Maryland |
| <input type="checkbox"/> | <input type="checkbox"/> | Charles County Government | <input type="checkbox"/> | <input type="checkbox"/> | Prince George's Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Charles County Schools | <input type="checkbox"/> | <input type="checkbox"/> | Prince William County, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | City of Fredericksburg | <input type="checkbox"/> | <input type="checkbox"/> | Prince William County Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | College Park, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Prince William County Service Authority |
| <input type="checkbox"/> | <input type="checkbox"/> | District of Columbia Government | <input type="checkbox"/> | <input type="checkbox"/> | Rockville, Maryland |
| <input type="checkbox"/> | <input type="checkbox"/> | District of Columbia Schools | <input type="checkbox"/> | <input type="checkbox"/> | Spotsylvania County Govt. & Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | District of Columbia Water & Sewer Auth. | <input type="checkbox"/> | <input type="checkbox"/> | Stafford County, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Fairfax County, Virginia | <input type="checkbox"/> | <input type="checkbox"/> | Takoma Park, Maryland |
| <input type="checkbox"/> | <input type="checkbox"/> | Fairfax County Water Authority | <input type="checkbox"/> | <input type="checkbox"/> | Upper Occoquan Sewage Authority |
| <input type="checkbox"/> | <input type="checkbox"/> | Falls Church, Virginia | <input type="checkbox"/> | <input type="checkbox"/> | University of the District of Columbia |
| <input type="checkbox"/> | <input type="checkbox"/> | Fauquier County Schools & Govt., Virginia | <input type="checkbox"/> | <input type="checkbox"/> | Vienna, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Frederick, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Washington Metropolitan Area Transit Auth. |
| <input type="checkbox"/> | <input type="checkbox"/> | Gaithersburg, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Washington Suburban Sanitary Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Greenbelt, Maryland | <input type="checkbox"/> | <input type="checkbox"/> | Winchester, Virginia |
| <input type="checkbox"/> | <input type="checkbox"/> | Harford County | <input type="checkbox"/> | <input type="checkbox"/> | Winchester Public Schools |
| <input type="checkbox"/> | <input type="checkbox"/> | Harford County Schools | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Howard County | | | |

 Vendor's Name

| | | |
|--------------|--|---|
| IFB #1174910 | MONTGOMERY COUNTY, MARYLAND Furnishing and Installing Pavement Markings SOLICITATION, BID AND AWARD SHEET | Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty |
|--------------|--|---|

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

ELECTRONIC BIDS SUBMITTED 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 **10/23/2024**. BIDS WILL BE PUBLICLY OPENED VIRTUALLY AT THE DATE AND TIME STATED. **Join the meeting now** Meeting ID: 263 956 110 299 Passcode: ZSqsR8 Dial in by phone +1 443-692-5768,,824059275# United States, Baltimore [Find a local number](#) Phone conference ID: 824 059 275#

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE DENIED BY THE BIDNET APPLICATION. THE FOLLOWING DOCUMENTS 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 that change Section D will supersede in the event of a conflict.
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 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: www.montgomerycountymd.gov/PRO/Laws.html

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

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of 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.

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

| | | | |
|---|--------------------|--|--|
| ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows: | | NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): | |
| Amendment No./Date | Amendment No./Date | SIGNATURE OF ABOVE PERSON: _____ DATE: _____ | |
| | | | |

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

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

YOUR CONTRACT NUMBER IS:

| | |
|--|--|
| | |
|--|--|

MONTGOMERY COUNTY, MARYLAND

BY _____
 PRINTED NAME OF CONTRACTING OFFICER SIGNATURE OF CONTRACTING OFFICER AWARD DATE

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

QUOTATION SHEET

The quantities listed below are estimated annual quantities and may vary depending on need and fiscal budgets. ALL THERMOPLASTIC PAVEMENT MARKINGS ARE TO BE 0.125" in THICKNESS EXCEPT AS NOTED):

| ITEM # | DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL AMOUNT |
|--------|--|----------------------|---|------------|---|--------------|
| 1) | 5" Yellow Longitudinal (.090" thickness) | 400,000 LF | X | \$_____ LF | = | \$_____ |
| 2) | 5" White Longitudinal (.090" thickness) | 200,000 LF | X | \$_____ LF | = | \$_____ |
| 3) | 10" White Longitudinal (.090" thickness) | 16,000 LF | X | \$_____ LF | = | \$_____ |
| 4) | 5" White Transverse | 10,000 LF | X | \$_____ LF | = | \$_____ |
| 5) | 8" White Transverse | 8,000 LF | X | \$_____ LF | = | \$_____ |
| 6) | 12" White Transverse (includes X-hatches) | 30,000 LF | X | \$_____ LF | = | \$_____ |
| 7) | 16" White Transverse | 8,000 LF | X | \$_____ LF | = | \$_____ |
| 8) | 24" White Transverse | 1000 LF | X | \$_____ LF | = | \$_____ |
| 9) | 12" Yellow X-Hatch | 1000 LF | X | \$_____ LF | = | \$_____ |
| 10) | 8" Single Arrow | 50 EA | X | \$_____ EA | = | \$_____ |
| 11) | Combined Thru/Right Arrow | 10 EA | X | \$_____ EA | = | \$_____ |

HEAT APPLIED PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

| | | | | | | |
|-----|---|---------|---|------------|---|---------|
| 12) | 12" White Transverse | 2000 LF | X | \$_____ LF | = | \$_____ |
| 13) | 16" White Transverse | 500 LF | X | \$_____ LF | = | \$_____ |
| 14) | 24" White Transverse | 300 LF | X | \$_____ LF | = | \$_____ |
| 15) | Yield lines (isosceles triangles) 12" base, 18" height | 50 EA | X | \$_____ EA | = | \$_____ |

PERMANENT PREFORMED PATTERNED REFLECTIVE PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|----------------------|---------|---|------------|---|---------|
| 16) | 12" White Transverse | 1000 LF | X | \$_____ LF | = | \$_____ |
| 17) | 16" White Transverse | 500 LF | X | \$_____ LF | = | \$_____ |
| 18) | 24" White Transverse | 200 LF | X | \$_____ LF | = | \$_____ |

PERMANENT PREFORMED PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|---|--------|---|------------|---|---------|
| 19) | 8" Single Arrow | 200 EA | X | \$_____ EA | = | \$_____ |
| 20) | Combined Thru/Right Arrow | 30 EA | X | \$_____ EA | = | \$_____ |
| 21) | Merge Arrow | 30 EA | X | \$_____ EA | = | \$_____ |
| 22) | Bike Symbol - bike, bicyclist, helmet, arrow | 150 EA | X | \$_____ EA | = | \$_____ |

QUOTATION SHEET (continued)

| ITEM# | DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL AMOUNT |
|-------|-------------------------------------|-------------------------|---|-------------|---|--------------|
| 23) | Bike Symbol – bike, two chevrons | 150 EA | X | \$ _____ EA | = | \$ _____ |
| 24) | Railroad Crossing | 100 EA | X | \$ _____ EA | = | \$ _____ |
| 25) | Other Symbol or Legend | 400 SF | X | \$ _____ SF | = | \$ _____ |

REMOVAL OF EXISTING PAVEMENT MARKINGS

| | | | | | | |
|-----|--|-----------|---|-------------|---|----------|
| 26) | Removal of Paint (Grinding) | 1,500 SF | X | \$ _____ SF | = | \$ _____ |
| 27) | Removal of Paint (Water Blasting) | 500 SF | X | \$ _____ SF | = | \$ _____ |
| 28) | Removal of Thermoplastic | 25,000 SF | X | \$ _____ SF | = | \$ _____ |
| 29) | Removal of Thermoplastic (Water Blasting) | 500 SF | X | \$ _____ SF | = | \$ _____ |

PRIMER - SEALER

| | | | | | | |
|-----|---------------------------|----------|---|-------------|---|----------|
| 30) | Primer/Sealer Application | 5,000 SF | X | \$ _____ SF | = | \$ _____ |
|-----|---------------------------|----------|---|-------------|---|----------|

REMOVABLE PREFORMED PAVEMENT MARKING MATERIAL

| | | | | | | |
|-----|------------------------|----------|---|-------------|---|----------|
| 31) | 5" White Longitudinal | 1,000 LF | X | \$ _____ LF | = | \$ _____ |
| 32) | 5" Yellow Longitudinal | 1,000 LF | X | \$ _____ LF | = | \$ _____ |

NONTOXIC LEAD-FREE WATER BORNE PAVEMENT MARKINGS

| | | | | | | |
|-----|--------------------------|--------------|---|-------------|---|----------|
| 33) | 5" Yellow Longitudinal | 1,000,000 LF | X | \$ _____ LF | = | \$ _____ |
| 34) | 5" White Longitudinal | 700,000 LF | X | \$ _____ LF | = | \$ _____ |
| 35) | 10" White Longitudinal | 100,000 LF | X | \$ _____ LF | = | \$ _____ |
| 36) | 10" Yellow Longitudinal | 100,000 LF | X | \$ _____ LF | = | \$ _____ |
| 37) | Removal of temp Markings | 20,000 SF | X | \$ _____ SF | = | \$ _____ |

COLORED PAVEMENT FOR BIKE/BUS FACILITIES

| | | | | | | |
|-----|---|-----------|---|-------------|---|----------|
| 38) | Ennis-Flint CycleGrip MMA or approved equivalent | 50,000 SF | X | \$ _____ SF | = | \$ _____ |
| 39) | Ennis-Flint PreMark Preformed Thermoplastic or approved equivalent | 10,000 SF | X | \$ _____ SF | = | \$ _____ |
| 40) | Ennis-Flint Transit Lane Red Colored MMA Lane Treatment or equal | 10,000 SF | X | \$ _____ SF | = | \$ _____ |

**TOTAL AGGREGATE AMOUNT OF THE UNIT PRICES EXTENDED
BY THE EST. QUANTITIES (Items 1 through 40) = \$ _____**

QUOTATION SHEET (continued)REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after receipt of a purchase order or release against a blanket purchase order)

| <u>ITEM NO.</u> | <u>DELIVERY REQUIRED BY COUNTY</u> | <u>BIDDER'S PROPOSED DELIVERY</u> |
|-----------------|------------------------------------|-----------------------------------|
| <u>ALL</u> | <u>14 Calendar Days</u> | <u>Calendar Days</u> |

CONTACT PERSONS

Contact Person for Questions Concerning Your Bid: _____

Land Line # _____

Cell # _____

Email Address: _____

Contact Person for Placing Work Orders: _____

Land Line # _____

Cell # _____

Email Address: _____

OPERATING HOURS

Normal Operating Hours - Weekdays: From: _____ AM To: _____ PM

Normal Operating Hours - Saturdays: From: _____ AM To: _____ PM

SUBCONTRACTING

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

Portion of the work: _____

Name of Subcontractor: _____ Address: _____ Telephone # _____

**MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT**

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

(Numbers 1-7, 27, 28 and 29 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond or Irrevocable Letter of Credit), must accompany each Bid and be duly executed by the Bidder as a principal, and made payable to Montgomery County. See the Bid Cover Sheet for the amount required for the Bid Guarantee for this particular bid. A copy of the Bid Guarantee must be submitted electronically, in PDF format, with your Bid. Prior to award, the successful Bidder(s) must present an original copy of the Bid Bond or Irrevocable Letter of Credit to the Office of Procurement, 27 Courthouse Square, Suite 330, Rockville, MD 20850. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

- A. The Intent of this Invitation for Bids is to establish a Fixed Price 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 for Bids 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, Office of Procurement, 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 responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bid is determined by the aggregate amount 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 responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement.
- 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, OFFICE OF PROCUREMENT, 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 Bid 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), see the Bid Cover Sheet.

5. OR EQUAL INTERPRETATION

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

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

6. QUESTIONS

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

7. SAMPLES

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

8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days after the opening date in order to issue an award. The County reserves the right to reject, as nonresponsive, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the Offeror, the acceptance time for the Offeror's bid may be extended.

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 submit requested data, surety, or other documents in the electronic bid submission as may be required 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 give an offeror an opportunity to cure any deficiency resulting from a minor irregularity in a bid or to waive the deficiency, whichever is to the advantage of the County, and to award the Contract in the best interest of the County. The decision of the Director with respect to whether a defect is a minor informality is made in the sole discretion of the Director and is not subject to review and may not be challenged by a bidder.
- 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, Office of Procurement: (a) within ten (10) calendar days after the Director, Office of Procurement, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under Section 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, Office of Procurement, may return the filing fee to the protesting bidder, if the protest is sustained.** The Director, Office of Procurement, must dismiss any protest not timely received.

Only an "aggrieved" bidder 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, email address, fax and telephone numbers 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

Vendor can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-835-4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

14. BIDDER'S PAYMENT TERMS

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

15. BIDS

Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty no later than the due date and time as indicated on Page A and Page E. Bidders must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835-4603, Option 2.

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:

<https://www.montgomerycountymd.gov/PRO/solicitations/proposed-awardees.html>

16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bids 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 goods and/or 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 entity above will be solely responsible for and contract directly with the bidder under the entity's 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, and Disabled-Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

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

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 bid that is not stamped "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential.

23. PUBLIC POSTING

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on

a public list located in the Office of Procurement, 27 Courthouse Square, Suite 330, Rockville, Maryland 20850.

The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

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

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:

<https://www.montgomerycountymd.gov/PRO/solicitations/proposed-awardees.html>

24. QUALIFICATION OF BIDDERS

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

If so requested, a bidder may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the bidder is capable of satisfying the County's needs and requirements for this solicitation.

25. 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. Bidders are responsible for checking the website at <https://www.montgomerycountymd.gov/PRO/solicitations/formal-solicitations.html> periodically to remain informed of any solicitation amendments.

BIDDERS 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 Bids. **UNLESS A WAIVER IS GRANTED, BIDDERS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:**

- (a) by acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet submitted.
- (b) by a signed statement that the amendment is acknowledged which indicates the solicitation and amendment numbers, and is submitted with the bid or prior to the bid due date and time.

A waiver may be granted by the Director, Office of Procurement, if it is deemed to be in the County's best interest. No waiver may be granted, however, until the bidder states in writing that the bidder will be bound by any substantive changes made by the amendment to the terms of the solicitation. If a bidder desires to change a bid that has already been submitted, the bidder can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-

835- 4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

26. VERBAL EXPLANATIONS

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

27. 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 documents entitled "Wage Requirements Certification" and "501(a)(3) Non-profit organization/s Employee's Wage and Health Insurance Form). If a bidder 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 nonresponsiveness.

28. PREVAILING WAGE (County Code §§11B-33C, and 20-75)

The Prevailing Wage Law applies to all construction contracts and to mechanical systems services contracts that meet minimum threshold contract values. Unless otherwise excluded by County law, a County-financed construction contract and a mechanical systems service contract that meet minimum threshold contract values are 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.

29. LOCAL BUSINESS PREFERENCE (LBP)

Only a Bidder who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive a 10 percent price preference with a ceiling of \$200,000, in accordance with Executive Regulations 13-20. Also, refer to:

<https://www.montgomerycountymd.gov/pro/dbrc/LBPP.html>.

30. TIE BIDS

In conjunction with the bid's selected method of award (Section A.3.), tie bids will be resolved by making a proposed award of the contract(s) to the bidder who has its principal place of business in Montgomery County, Maryland. If bids are still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.1.4(e).

(Section A: Items 1 - 30, Revision Date 07/2022)

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

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

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

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

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

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27,

Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).

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

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

13. GUARANTEE

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service

Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification.

extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

| CONTRACT DOLLAR VALUES (IN \$1,000's) | | | | |
|---|--------------------|---------------------|-----------------------|----------------------|
| | Up To <u>50</u> | Up To <u>100</u> | Up To <u>1,000</u> | Over <u>1,000</u> |
| 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 for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attach. |
| Minimum Automobile Liability (including owned, hired and non owned automobiles) | | | | |
| Bodily Injury | | | | |
| each person | 100 | 250 | 500 | See |
| each occurrence | 300 | 500 | 1,000 | Attach. |
| Property Damage | | | | |
| each occurrence | 300 | 300 | 300 | |
| Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attach. |

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Suite 330
Rockville, Maryland 20850
*Professional services contracts only

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

| | Up To <u>50</u> | Up To <u>100</u> | Up To <u>1,000</u> | Over <u>1,000</u> |
|--|--------------------|---------------------|-----------------------|----------------------|
| 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
27 Courthouse Square, Suite 330
Rockville, Maryland 20850

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. INFORMATION SECURITY

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

B. Payment Card Industry Compliance:

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

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must

compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

PMMD-45. REVISED 07/2022

THIS PMMD-45 MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

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, is subject to the following:

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

4. CATALOGS/PRICE LIST REQUIREMENTS

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

Should the vendor fail to provide such materials, the County may consider the bidder as non-responsible 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, Office of Procurement or authorized representative. Along with the duties and responsibilities outlined in Provision 6 – Contract Administration of the General Conditions for Contract between County and Contractor, 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 for the Department of Transportation is Dan Sanayi, 100 Edison Park Dr, 4th floor, Gaithersburg, MD, 20 878, dan.sanayi@montgomerycountymd.gov, 240-777-2190. The Contract Administrator for any other department will be listed on the Purchase Order or the Contract Amendment.

8. CONTRACT TERM

- A. The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for 2 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 on the Quotation Sheet, 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, Office of Procurement, when determined to be in the County's best interest.

10. CONTRACTOR RESPONSE

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

11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, 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 ten (10) working days prior to award of the Contract, 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 in 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 its 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, Office of Procurement.

18. EQUIPMENT PREPARATION

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

19. ESTIMATES

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

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

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

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 and all inquiries regarding payment are to be sent to the Contract Administrator listed above or to James Leach at James.Leach@montgomerycountymd.gov. **Failure to promptly comply with this requirement must delay payment.**

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

The Contractor 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, and all other charges necessary for performance under the Contract. Prices are less Federal, State, and Local taxes. The County will not pay gross receipts or heavy equipment 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 Quotation Sheet(s). The County reserves the right to purchase additional units within the date shown by the bidder on the Quotation Sheet(s), 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 for goods/services that are placed before the expiration of the contract term and are to be started and/or completed before the expiration of the contract are to be honored with all terms, conditions, and prices of the Contract in effect until the final delivery of goods and/or completion of the work 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, Office of Procurement.

35. PERFORMANCE BOND

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

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

36. (This provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES

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

38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

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

39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, OFFICE OF PROCUREMENT 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 for Bids, 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 on the Solicitation, Bid, and Award Sheets.

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 of all provisions contained in the Invitation for Bids. Site inspections may be arranged by calling _____ at _____.

44. TRAVEL TIME

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

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. PRIMARY AND SECONDARY CONTRACTORS

The County reserves the right to make multiple (primary and secondary) awards based on the most advantageous price and next to most advantageous price to the County for this solicitation. Sources other than the primary awardee will be used either:

A. Only when services are required and cannot solely be provided by the primary awardee within the requested task completion date.

B. At the time of issuance of work, if based on the County Engineer's cost estimates, the total of all uncompleted work orders in the Primary Contractor's possession is equal or greater than \$30,000, the County will stop issuing work orders to the Primary Contractor and will start issuing all work orders to the Secondary Contractor at the County Engineer's sole discretion. The County will continue to issue work to the Secondary Contractor until such time that either the sum of all uncompleted work in the Primary Contractor's possession falls below \$30,000, or the total of all uncompleted work orders in the Secondary Contractor's possession is equal to or greater than \$30,000; whichever comes first, according to the County Engineer's cost estimates.

Secondary awardees agree that they may or may not receive purchase orders from the resultant contract, which will depend on the performance of the primary awardee. However, all secondary awardees for the entire contract period must honor its contract with the County with all terms, conditions, specifications, and contract pricing remaining in full force and effect. During emergency events the County reserves the right to assign task orders to either the Primary or Secondary Contractor.

Appendix to Section B
MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000) in the aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Business Automobile Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Loading and unloading

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

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

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's **commercial general, automobile insurance, and contractor's excess/umbrella** insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

IFB # 1174910

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Dept. of Transportation/Dan Sanayi
100 Edison Park Drive, 4th Floor
Gaithersburg MD 20878

IFB # 1174910
SECTION D – SPECIFICATIONS/SCOPE OF WORK

1. DESCRIPTION AND SCOPE:

Scope of services includes furnishing and installing pavement markings using extruded and/or sprayed thermoplastic materials, heat applied permanent preformed thermoplastic material, removable preformed materials, permanent preformed pavement marking material, permanent preformed patterned reflective pavement marking material, nontoxic lead-free waterborne paint, and the removal of existing markings - all on a work order basis. The Contractor must furnish all equipment, materials, services, labor, and all miscellaneous items necessary for the required pavement preparation, layout and completion of the pavement marking installation.

The pavement markings to be applied will generally consist of, but are not limited to, crosswalk lines, stop lines, crosshatch lines, symbols, legends, arrows, channelizing lines, and sections of centerline, lane lines, and edge lines.

The pavement markings will be applied primarily on asphalt. Some asphalt pavements may have been rejuvenated by means of “slurry seal” surface treatment. There may also be limited application of thermoplastic markings with the use of primer on Portland Cement Concrete.

2. GENERAL REQUIREMENTS:

STANDARDS: All markings shall be installed in accordance with the following:

1. The latest edition of the Maryland Manual on Uniform Traffic Control Devices for Streets and Highways (MdMUTCD) – available online at <http://www.roads.maryland.gov/index.aspx?PageId=835>
2. These specifications and special provisions
3. Work orders issued by the County Engineer, which will include appropriate drawings from the County’s Intersection Marking Program.
4. The latest edition of the Maryland State Highway Administration (MDSHA) Specifications for Construction and Materials

In the event of conflict between the above standards, the work orders and the drawings attached thereto shall take precedence. For the purpose of this solicitation and any resulting Contract, the County Engineer is the authorized representative of the Contract Administrator.

- 2.1 CONTRACTOR QUALIFICATIONS:** The Contractor must be experienced in the application of extruded, sprayed and heat-applied thermoplastic retro-reflective pavement markings at intersections, streets and highways that are open to traffic. Bidders that cannot demonstrate successful previous experience in the type of work described in this solicitation will be considered not responsible and will not be considered for award. The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the specifications that follow, to successfully pursue the work in the resulting Contracts. Personnel employed by the Contractor for work on the resulting Contracts must be experienced in operating the pavement marking equipment, requiring little or no training necessary to expeditiously commence the work and pursue it to completion. Before the County will authorize the Contractor to start work, the Contractor must inform the County of the names of the Contractor’s employees being assigned to the Contract and what specific jobs they will be responsible for doing. Any personnel replacements or job assignment changes by the Contractor during the Contract period must be reported to the County, and any of the Contractor’s replacement personnel must meet the qualifications stated above. If, at any time, the County believes that inexperienced personnel assigned by the Contractor are working on a project under this contract, to the detriment of workmanship on the contract, the County can halt the work until experienced personnel are provided.
- 2.2 CONTRACTOR’S FACILITIES:** The Contractor shall provide and maintain their own quarters and facilities to store the equipment and material for the duration of the contract. Such operating quarters should preferably be within Montgomery County. The Contractor must be able to arrive on project site, anywhere within Montgomery County, prepared to start work at 9:00 AM. Such quarters must be of sufficient size and capacity to adequately carry out the work and Contractor responsibilities specified under the resulting Contract.

- 2.3 WORK PERIOD:** Subsequent to the award of a Contract, at the commencement of weather conducive to installing pavement markings, the County will issue a Notice to Proceed, accompanied by initial work orders. The County will not issue Notice to Proceeds prior to March 20 of the work year. The Contractor must commence work as soon as possible thereafter, but no later than 7 calendar days following receipt of the work order. The last work order will be issued by the County no later than November 30 of the work year.
- 2.4 METHOD OF ASSIGNMENT AND LOCATION OF WORK:** Work orders will be issued Monday mornings, or Tuesday morning following a County holiday on Monday. The sum of the cost estimates of all work orders to be issued to the Contractor at any one time will typically be approximately \$30,000. However, the sum may vary by as much as 50% at the County's sole discretion. Please see Section C, Provision 46 for the method of issuance of work to the Primary and Secondary Contractors. Both the Primary and Secondary Contractors are independently subject to the Liquidated Damages clause (See item 2.6 for details).

The specific locations of work are not listed herein but will be assigned via written work orders issued by the County over the course of the contract term. Each work order will specify the locations, items, and estimated quantities of work to be performed. The County may change the work locations with a minimum prior notice to the Contractor of two working days and/or may change the marking details at any time during the work period. Work orders will be sent to the Contractor via email. Alternatively, the Contractor may coordinate with the County's Sign & Marking (S&M) Shop Supervisor to pick up the work orders. The Shop is located at 1283 Seven Locks Road, Building E, Rockville, MD, 20854. The phone number for the S&M Shop is (240) 773-7330.

- 2.5 RATE OF PURSUING THE WORK:** The Contractor must commence work as soon as possible but not later than 7 calendar days after the Notice to Proceed, the initial work order(s), and the Purchase Order has been received. The Contractor must complete the work required by each work order thereafter as soon as practicable, but in any event not later than 14 calendar days after the receipt of the work order, the Notice To Proceed, and the Purchase Order, unless the County Engineer has specified a later due date on the work order. Exceptions to this requirement may only occur if the County accepts extenuating circumstances. Requests for exceptions due to extenuating circumstances must be made in writing to the County within 48 hours of the occurrence. The County Engineer's decision on extenuating circumstances will be final. Lost workdays due to holidays, weather, equipment breakdown or non-availability of materials will not be considered an extenuating circumstance for not meeting the required schedule. The Contractor must assure that the necessary materials and equipment are available for use on this contract. Each day that a work order is not completed after the 14 days (or a later due date, if any specified on the work order by the County Engineer) allowed window, will result in a possible pursuit of liquidated damages as described below.
- 2.6 LIQUIDATED DAMAGES:** Liquidated Damages (L/D) at the rate of \$50 per work order per working day for a maximum sum of \$500.00 per working day may be assessed by the County in the event any of the following occurs:
- a. Failure of the Contractor to complete each work order to the satisfaction of the County Engineer within 14 calendar days (or by a later due date, if any specified on the work order by the County Engineer) of receipt of the work order, Notice to Proceed (NTP), and Purchase Order (PO).
 - b. Should it be necessary for the County to halt the work because of incorrectly or unsatisfactorily installed pavement markings under the terms of this contract, as determined by the County.

Unless a written extension of time has been granted by the County, liquidated damages will be assessed for each and every working day of delay. Due to the difficulty in computing the actual material loss and disadvantage to the County caused by delay, it is determined in advance and agreed by the Parties hereto that liquidated damages will be set at \$50 per work order per working day. In the event, multiple work orders are concurrently delayed, liquidated damages will be assessed for each work order independently, for a maximum sum of \$500/working day. The County and Contractor agree that this is a fair and reasonable measurement of the damages to the County for Contractor's failure to perform on time and within the requirements of the contract and that it does not constitute a penalty. The County will withhold said liquidated damages from any payments then due, or to become due, to the Contractor. Nothing herein precludes the County from pursuing claims with the Contractor for errors, omissions or negligence unrelated to delay.

2.7 DEFAULT ON CONTRACT: Default on the contract may result in termination of the contract and forfeiture of the performance bond for any and all uncompleted work. In the event of any of the following conditions, the County will consider the Contractor to have defaulted on the contract:

- a. Failure of the Contractor to start work within 7 calendar days after the receipt of NTP, PO, and initial work order(s).
- b. Failure of the Contractor to pursue the work at an adequate rate such that L/D are eligible to be assessed in excess of 14 working days total, be it consecutive days or otherwise.

2.8 SCHEDULING AND RECORD KEEPING: The Contractor shall designate a foreman in charge of the daily pavement marking work activity. Each Monday morning (or Tuesday morning following a County holiday), the Contractor must submit to the County Engineer a weekly written schedule of work for all outstanding work assignments. The schedule may be emailed. The email address will be provided to the Contractor by the County. The schedule must be verbally updated each working day (i.e. progress report on accomplishments and/or schedule changes) by the Contractor's foreman to the Signing and Marking Shop supervisor at (240) 773-7330.

The Contractor must report a thorough written log of each day's work activities at the end of the day. For this purpose, the Contractor must use the Montgomery County Department of Transportation titled Daily Log for Striping Quantities (Form), included in Appendix A of this solicitation to completely and accurately report each day's activities. As the form requires, the daily log must include the name and exact segment of the roadway or intersection where the work occurred, the work order number that was provided in the Notice To Proceed, the date and approximate time of day the work occurred, a description of the type of markings installed, the quantity (L.F., Sq. Ft., or each) of each bid item installed at the location, number of crosswalks installed, and any other comments as appropriate. If the Contractor works on multiple roads on the same day, a separate Form must be provided for each road that thoroughly captures all of the work that was performed on that road. Alternatively, a single Form may be provided for that day as long as supporting documentation is provided that breaks down the quantities, describes the scope of work performed at each location, and provides accurate quantities of all work that was performed at each location. Preparation and submission of accurate and complete daily logs as described above is required. Failure to meet this requirement may result in default of contract by the Contractor.

If there are locations where the Contractor desires to accomplish work during other than normal working hours **9:00 AM - 3:00 PM, Monday through Friday**, the Contractor must submit a request in writing to the County a minimum of two working days in advance of such work and shall not undertake such work without the approval of the County. For pre-approved night work, provisions must be made, at the Contractor's expense for adequate lighting of the marking operation and additional traffic controls specified by the County. Night work is defined as any work occurring between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise. The County will not compensate the Contractor for nighttime work at any rate other than what is bid on the quotation sheet. There are no overtime or special rates allowed under this contract.

2.9 DOCUMENTS TO BE CARRIED BY MARKING CREW: A copy of the executed Contract, an up-to-date Alexandria Drafting Company's Montgomery County Street Map Book and Montgomery County's Work Zone Traffic Control Standards Manual must be carried by the Contractor's marking crew(s) at all times when performing work under the resulting Contract. Failure to have any of these items will be considered sufficient reason for the County to suspend all work until the required documents are produced by the crew(s).

2.10 GUARANTEE: The Contractor must keep in good order and repair during the Contract Work Period and the subsequent 90-day Observation Period all markings installed per this contract. If, at any time, in the judgment of the County, repairs, renewals, or replacements become necessary, due to incorrectly applied, improperly located, or inferior materials said actions must be promptly made by the Contractor, with any inferior materials, or defective work replaced by good work and acceptable materials, and all necessary actions taken to render the improvement in first class condition. See Extended Warranty requirements, Section 12.

Following completion of all work associated with a specified assignment (work order); there will be a 90-day Observation Period of the pavement markings before final acceptance. During the 90-day Observation Period, the

pavement marking material furnished and installed under this contract must be warranted by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of the pavement material, smearing or spreading under heat, deterioration due to contact with oil, diesel fuel, grease deposits, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of retro-reflectivity, or damage from traffic and wear.

During the 90-day Observation Period, the Contractor, at no expense to the County, must replace any pavement markings that do not perform satisfactorily under traffic due to defective materials and/or workmanship in manufacturing and/or application. Installation of both initial and replacement markings are subject to the seasonal temperature limitations specified in Section D, Item 4.2 of the solicitation.

Marking replacement must be performed in accordance with the requirements specified herein for the initial application, including but not limited to surface cleaning, sealer application, etc. Replacement must commence within 45 days' notice or as soon as weather permits and be continuously performed until completed.

Traffic will be operated on the facility during the 90-day Observation Period. If the Contractor does not complete such necessary work as stipulated above, then the County may proceed to complete the work and deduct the full cost thereof (including materials) from the money retained on account of the contract, as provided above.

- 2.11 **INVOICES:** Any work order that has not been fully completed, or that contains defective work not corrected by the Contractor to the satisfaction of the County, will not be accepted for payment by the County until all pavement markings work specified on the work order is 100% satisfactorily completed. Until the required corrections are made and accepted, the Contractor will not receive any payment for installing any markings that were included in such a work order, even if only a small portion of the work specified on the work order is incomplete or defective. Invoices must be as described on page B (Bid Cover Sheet) and Page 10 (Section C, Provision 22).
- 2.12 **FINAL PAYMENT:** Upon expiration of the 90-day Observation Period for each completed work order and upon final acceptance for the work performed, the County will pay to the Contractor any and all sums reserved or retained, less such amount as the County is entitled to retain under the provisions of this contract.
- 2.13 **IMPLIED WORK:** All incidental work required by the work orders, drawings or specifications, for which no payment is specifically provided, any work or materials not therein specified which are required to complete the work and which may fairly be implied as included, must be done or furnished by the Contractor without extra compensation.
- 2.14 **DECISIONS AND EXPLANATIONS BY THE COUNTY ENGINEER:** The County Engineer will decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work, the interpretations of any or all plans relating to the work and specifications, and the contract on the part of the Contractor. The County Engineer will determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the contract, and such decision and estimate will be final and conclusive, and such estimate, in any case questions arise, will be a condition precedent to the right of the Contractor to receive any monies due under the contract. Any doubt as to the meaning of, or any obscurity as to, the wording of the specifications and contract or the intent of the plans, and all directions and explanations requisite or necessary to complete, explain or made definite any of the provisions of the specifications, contract, or plans and to give them due effect, will be interpreted by the County Engineer. The decision of the County will be final.

3. **Thermoplastic Pavement Markings**

GENERAL: The thermoplastic pavement marking materials used in this contract must meet the following specifications. These specifications cover retro-reflectorized, oil and grease impervious, lead free thermoplastic pavement marking materials which are (1) hot extrusion applied with a surface application of glass spheres and (2) heat fused applied. The properly applied markings must be retro-reflectorized and able to durably resist degradation and deformation by traffic. The thermoplastic materials must be homogeneously composed of pigment, filler, resins,

and glass beads, and must be available in both white and yellow.

- 3.1 COMPOSITION:** The combined total of lead, cadmium, mercury and hexavalent chromium must not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or comparable method capable of this level of detection. Diarylide type pigments must only be used when the manufacturer or pavement marking material application temperature does not exceed 392° F.

| COMPONENT | TEST METHOD | COLOR | |
|--|--------------------|-------|-----------|
| | | WHITE | YELLOW |
| Binder, % min | Certified | 25.0 | 25.0 |
| Premixed Reflective Beads, % min | MSMT 614 | 25.0 | 25-40 MIL |
| Titanium Dioxide, % min | X-Ray Fluorescence | 10.0 | N/A |
| Calcium Carbonate Inert fillers, % max | D 34 | 42.0 | * |
| Yellow Pigment, % | — | N/A | * |

* Amount of yellow pigment, calcium carbonate and filler shall be at the option of the manufacturer provided all other requirements are in conformance.

- a) **BINDERS:** The binder must be alkyd consisting of maleic modified glycerolester of resin and other plasticizers.
- b) **TITANIUM DIOXIDE:** The titanium dioxide must be rutile type

3.2 PHYSICAL PROPERTIES OF THERMOPLASTIC PAVEMENT MARKINGS:

| TEST PROPERTY | TEST METHOD | SPECIFICATION LIMITS |
|-----------------------------------|---|----------------------|
| Bond Strength, psi min | T 250 | 180 |
| Softening Point, F | | 215 ± 15 |
| Low Temperature Stress Resistance | T 250 | No Cracks |
| Abrasion Resistance | MSMT 614 (http://www.sha.maryland.gov/OMT/msmt614.pdf) | 0.5 g Loss. max |

- 3.2.1 SPECIFIC GRAVITY:** The specific gravity of the white and yellow thermoplastic pavement marking material must be 1.7 to 2.2 when tested in conformance with D 153, Method A at 77 F.
- 3.2.2 COLOR:** After heating for 4 ± 0.5 hours at $425 \pm 3^\circ$ F, the thermoplastic must be as specified in E 1347 and the following:
- a. **PRODUCTION:** The color of the cured thermoplastic material film of the production sample must match the Federal Standard 595 Color chips specified when compared by instrumental measurement.
- b. **CONTROL:** Control color matching determinations will be made using a Pacific Scientific Color Machine, and an observation angle of 2° , and the CIE Chromaticity Coordinate Color Matching

System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured thermoplastic film sample:

| | WHITE Color No. 37925 | | YELLOW Color No. 38907 | |
|-----------------|--|----------|---|----------|
| | X | Y | X | Y |
| Standard Chip | 0.310 | 0.330 | 0.480 | 0.450 |
| Delta Tolerance | ± 0.020 | ± 0.020 | ± 0.030 | ± 0.030 |

c. REFLECTANCE:

| COLOR | TEST METHOD | DAYLIGHT REFLECTANCE at Degree | PERCENT MIN |
|--------------|--------------------------|---------------------------------------|--------------------|
| White | Fed Std 595 No. 37925 | 45 - 0 | 80 |
| Yellow | Fed Std 595 No. 38907 | 45 - 0 | 50 |

d. YELLOWING INDEX: The yellowing index of the white material must not exceed 8 prior to QUV and 15 after QUV when tested in accordance with E 313.

3.3 GLASS BEADS PHYSICAL REQUIREMENTS: The glass beads must conform to M 247, Type I, and the following:

| GRADATION SIEVE SIZE | PERCENT PASSING STANDARD BEADS |
|-----------------------------|---------------------------------------|
| 0.85 mm (No. 20) | 100 |
| 0.60 mm (No. 30) | 75 - 95 |
| 0.30 mm (No. 50) | 15 - 35 |
| 0.15 mm (No. 100) | 0 - 5 |

Glass beads must be colorless, clean, transparent, and free of milkiness, excessive air bubbles, and essentially free of sharp angular scarring or scratching. The beads must be spherical in shape and must contain a minimum of 60 percent silica. Roundness must be 75 percent minimum when tested as specified in D 1155, Procedure A. Glass beads must have a 1.50 minimum refractive index when tested in conformance with MSMT 211. Glass beads must not absorb moisture in storage and must remain free of clusters or lumps.

3.4 APPLICATION DETAILS

1. The molten applied thermoplastic material must readily screed/extrude at temperatures between 400°F and 440°F from the approved equipment to produce a line which shall be continuous and uniform in shape having clean sharp dimensions at .090" - .125" cross section of line.
2. The application of additional glass beads by drop-on methods shall be at a minimum rate of 8 lbs. per 100 sq. ft. of marking.

3. The temperature-viscosity characteristics shall remain constant up to 4 hours when heated to the application temperature and shall show like characteristics from batch to batch. The color shall not degrade below the reflectance limitations on the specifications after 4 hours at 218.3° C (425°F), nor shall it change from batch to batch.

3.5 QUALITY ASSURANCE PROVISIONS: Methods of Sampling and Testing: The County reserves the right to perform any quality assurance testing necessary to determine compliance with this specification. Bidders must submit sources supplying thermoplastic material and glass beads including a certificate of compliance with the bid certifying that the materials bid are in full compliance with these specifications.

3.6 WARRANTIES: The thermoplastic pavement marking materials and glass beads furnished under this contract must assume the manufacturer's warranty for these materials and must be guaranteed by the supplier against failure due to traffic oil degradation. The contractor must assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work and agree to indemnify and hold harmless the purchaser and its duly authorized representatives from all suits at law or action of every nature for, or on account of, the use of any patented materials, equipment, devices or processes. See Section 11 for extended warranty requirements.

4.0 CONSTRUCTION REQUIREMENTS – THERMOPLASTIC MARKINGS

APPLICATION DETAILS: The Contractor must furnish and install machine-applied extruded and/or sprayed hot thermoplastic with glass spheres (pre-mixed and drop-on) in the proper ratio to immediately produce a highly retro-reflective marking as described elsewhere in these specifications, in accordance with the details in the work orders and following provisions.

Longitudinal lines must be offset at least 2" from longitudinal construction joints of pavement. The bead distribution must be uniform throughout the width and thickness. No transverse markings shall be installed in the concrete gutter pan of any asphalt roadway; such markings shall terminate at the edge of the asphalt pavement. There must be neither measurement nor payment for any transverse markings in the concrete gutter pans of asphalt roadways.

Broken lane lines must be installed at 10' segments separated by 30' breaks. Dotted lines must be installed as 3' segments separated by 9' breaks. Double centerlines must be installed as two five-inch wide lines separated by a five-inch space.

Marking material must be applied at the specific widths and at a rate to result in a thickness of .090" for longitudinal lines and gore markings and .125" for all other markings. Application tolerances of no more than .005" will be acceptable. Engineer may, at his discretion, require Contractor to replace or correct thin application. No marking shall be less in width than the dimensions specified, nor more than 1/4" wider than the dimensions specified. The markings must be straight or of uniform curvature and must conform uniformly to tangents, curves, and transitions. The finished lines must have well defined edges and be free from waviness. The lateral deviation of the finished lines must not exceed 1/2" from the proposed location alignment at any point. Any greater deviation will be sufficient cause for requiring the Contractor to remove and correct such markings at no additional expense to the County.

Glass beads, conforming to the material specifications for "drop-on" beads, must be uniformly applied to the surface of the marking material by means of a pressurized bead applicator or other mechanical method, immediately after the material is applied to the pavement surface, and while the marking material is still molten so that the beads will be held uniformly imbedded in the surface of the marking and must be applied at a minimum rate of 8lbs. per 100 square feet of marking.

All pavement marking lines must be applied with one pass of the pavement marking equipment, except pavement markings that exceed 12" in width. The various letters and symbols must conform to the size and shape outlined in the MdMUTCD, latest edition.

The Contractor must protect the markings until track free, by placing guarding or warning devices as necessary. In the event any vehicle should cross the molten marking, such marking must be replaced, and any marking made by the moving vehicle must be removed by the Contractor at no additional cost to the County. The Contractor must be responsible for removing all material spilled upon the road surface in a manner acceptable to the County Engineer. To avoid blistering and poor adhesion, the thermoplastic material must be applied to dry pavements in a melted state at a temperature of 400 degrees to 440 degrees Fahrenheit. Minimum pavement temperature and weather limitations as previously specified must be observed. The material must be heated throughout and must have uniform disbursement of binder, pigment, and glass beads when applied to the surface of the pavement.

The County Engineer may require the Contractor to provide openings of 6" lengths at 20-foot intervals in edge-line placed on the inside of super elevated curves to prevent the ponding of water on the pavement surface. Such openings shall not be provided unless specifically directed by the County Engineer.

The material, when formed into traffic symbols and stripes, must be readily renewable by placing a thin overlay of new material directly over an old line of thermoplastic material. The new material must bond itself to the old line in such a manner that no splitting or separation takes place. At the time of the application and final acceptance, the color of the white material must be pure white; and the color of the yellow material must be reasonably close to 38907 of the Federal Standard Color No. 595a dated January 21, 1968, and must fall within the limits of the F.H.W.A. Highway Yellow Color Tolerance Chart, PR Color No. 1, dated December, 1972.

In the interest of public safety, it is necessary that no uncompleted marking work be left at the end of any workday at any given location. Therefore, the Contractor must schedule the work such that all work called for on any one work order (including removal of existing markings, if any) for an intersection or road location will be completed on the same day that it is started. Partial completion shall not be allowed and will be subject to L/D at a rate of \$50 per location per day, whenever such partial completion may occur.

4.1 SURFACE PREPARATION: In order to insure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed must be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and/or primer-sealer. Cleaning is required on all surfaces which are to receive new pavement markings and must be considered incidental to the application of the markings.

4.1.1 PRIMER-SEALER: It is the responsibility of the Contractor to recommend to the County Engineer and obtain the County Engineer's concurrences as to whether primer-sealer is required on a given pavement in order to meet the material manufacturer's warranty conditions. Generally, on all Portland cement concrete pavement surfaces and aged asphaltic-concrete pavements having less than eight percent (8%) bituminous concrete, primer/sealer must be applied to the area where the thermoplastic pavement markings are to be placed. Also, the County reserves the right to direct the Contractor to apply primer/sealer for any given markings. The primer/sealer must be recommended by the manufacturer of the thermoplastic material and approved by the County Engineer. The material must form a continuous film which must dry rapidly and adhere to the pavement. The material must not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents must have evaporated from the primer/sealer prior to the application of the molten thermoplastic materials. A sample of the primer/sealer and the recommended method of application must be submitted to the County Engineer and must be approved by the County Engineer and the manufacturer of the material before application. The County Engineer has the authority to require the Contractor to apply the primer/sealer using a separate vehicle which may require additional traffic control. Application equipment must be so constructed as to assure continuous uniformity in the width and thickness of the primer, which must be applied (when required) at least 1" wider than the thermoplastic material application. Payment for application of primer/sealer will be at the contract unit price (Item #30 on Page E-2) per square foot for "Primer/Sealer Application."

4.1.2 REMOVAL OF EXISTING THERMOPLASTIC OR PAINTED MARKINGS: When called for on the work order or otherwise as directed by the County Engineer, removal of existing painted or thermoplastic pavement markings must be accomplished by the Contractor using equipment and methods specifically

approved by the County Engineer. Marking removal shall not be by "painting out" with black paint nor shall it result in excessive scarring of the pavement. No more than 1/8-inch depth of scarred pavement will be allowed. At least 90 percent of painted markings must be removed. As directed by the County, the Contractor must be responsible for sweeping or otherwise adequately cleaning up debris after completion of markings removal. One hundred percent (100%) of any thermoplastic markings required to be removed by the County because they are improperly located or otherwise incorrect or improper, as well as any of the thermoplastic plastic pavement markings that fall within the Contract Work Period or in the subsequent 90-day observation period and warranty periods, must be removed. Unless permitted otherwise by the County Engineer, where old markings are removed, the new markings must be applied the same day as the old markings are removed. Failure to meet this requirement will result in assessment of one day of Liquidated Damages at the daily rate specified in this document for each day that the new markings are not installed after the removal of the existing markings. Whenever grinding, scraping, sandblasting, or other operations are performed, the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect the motorists. When these operations are completed, the pavement markings must be cleaned to remove residue and debris resulting from the removal. Where cleaning and/or removing pavement markings within ten (10) feet of a lane occupied by public traffic, the residue, including dust, shall be removed immediately from the surface being treated. Such removal must be by methods approved by the County Engineer. Any damage to the pavement or pavement joint materials caused by pavement marking removal must be repaired by the Contractor at no cost to the County by methods acceptable to the County. The removal of pavement markings will be measured and paid for at the contract unit price. No direct payment will be made for the removal of existing pavement markings which have not been authorized by the County Engineer.

4.1.3 PRE-MARKING OF LINES: Pre-marking is not required when restriping visible markings in the same location and dimensions. However, if the existing markings are to be removed or are not visible, or if new roadway surface has been placed before marking installation occurs, or if the work order requires a line to be installed where none currently exists, the Contractor will be required to pre-mark as directed by the County Engineer and subsequently must install the required markings in accordance with the requirements of other sections of the specifications. The actual placement of the pavement markings at any such site must not be performed until the pre-marking has been inspected and approved by the County Engineer. Pre-marking is incidental to the pavement marking installation work and there will be no separate payment for pre-marking.

4.2 SEASONAL AND WEATHER LIMITATIONS: Thermoplastic pavement markings must not be applied by the extrusion means when pavement temperatures are below 50 degrees Fahrenheit and by the spray means when the pavement temperatures are below 55 degrees Fahrenheit or by ribbon gun means when the pavement temperatures are below 65 degrees Fahrenheit. Thermoplastic markings must not be applied by any means when the surface of the pavement contains evidence of moisture, regardless of temperature.

4.3 EQUIPMENT: Application equipment must be so constructed as to assure continuous uniformity in the thickness and width of the marking and must be equipped with a cut-off device remotely controlled, to provide clean stripe ends. The equipment used to melt and install the hot thermoplastic materials must be constructed to provide continuous mixing and agitation of the materials. All parts of the equipment shall evenly heat the material to its temperature without overheating. The primary melting system must be equipped with automatic thermostatic control devices for positive temperature and safety controls. Heating must be by means of controlled heat transfer liquid or controlled flame heating, whereby flame does not touch underside or walls of thermoplastic melting vessel. Application equipment, including discharge apparatus, must be constructed to maintain recommended temperature of material until it is deposited on the pavement. The County Engineer can reject equipment or procedures that may cause damage to the quality of the materials by overheating, scorching, or poor agitation. The County Engineer may reject materials due to excessively long periods of heating and reheating.

If an Extrusion Die (Shoe) system is used, the front and both sides of the extrusion shaping system must, at all times while dispensing material, remain in full contact with the pavement. The heating kettle and applicator must meet the requirements of The National Board of Fire Underwriters, of the National Fire Protection Association of the State and of the local authorities.

- 4.4 INSPECTION:** During and after material application, both daylight and nighttime inspections of the markings will be made by an authorized representative of the Contract Administrator. The Contractor must cooperate with the County to facilitate inspection. For example, the Contractor may be required at any time to apply markings onto an aluminum sheet as a sample for measurement of material thickness. If markings are found to be defective or if they fail in any way to meet the specifications in this Contract, such markings will be rejected and must be replaced within the time limit specified.

5.0 NONTOXIC LEAD-FREE WATERBORNE PAVEMENT MARKINGS

SCOPE: This work must consist of furnishing and applying nontoxic lead-free waterborne pavement markings (fast-dry, 60 second no-track) to pavement surfaces as specified in the work orders or as directed by the County Engineer.

- 5.1 PAINT MATERIAL:** Paint material must be a ready-mixed, pigmented binder emulsified in water and capable of anchoring reflective beads that are applied separately. Paint material shall be on MSHA's Qualified Product List. The paint shall not contain any hazardous material listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, and Table 1. Paint shall conform to the manufacturer's formulations and must be controlled from batch to batch. Unless otherwise noted, paint must be tested in conformance with Federal Test Method Standard No. 141 and must conform to the requirements listed below. The combined total of lead, cadmium, mercury, and hexavalent chromium shall not exceed 100 ppm, when tested by X-ray fluorescence spectroscopy, or other method capable of detection at this level. The Contractor must provide the County with the manufacturer's certified analysis in conformance with TC-1.02 of the Standard Specifications. The paint shall meet the following physical requirements:

- i. **VISCOSITY:** Viscosity must be 85 ± 10 KU when tested in conformance with D 562.
- ii. **PIGMENT** - The colorants used to attain the color of the yellow product shall be one or more of the following, along with titanium dioxide: Pigment Yellow 65, Pigment Yellow 75, and opaque Pigment Yellow 74.
- iii. **REFERENCE:** Reflectance without beads, and using CIE XYZ Y_{xy} , must be a minimum Y of 80 percent for white and a minimum of 50 percent Y for yellow when tested in conformance with E 97.
- iv. **PRODUCTION:** The color of the dry paint film of the production sample must essentially match Federal Standard 595, color chips Nos. 37886 (white) or 33538 (yellow), when compared instrumentally.
- v. **CONTROL:** Control sample color matching determinations will be made using a color machine and the C.I.E. Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the dry paint film sample:

| | WHITE Color No. 37925 | | YELLOW Color No. 38907 | |
|-----------------|----------------------------------|-------------|---------------------------------------|-------------|
| | X | Y | X | Y |
| Standard Chip | 0.310 | 0.330 | 0.480 | 0.450 |
| Delta Tolerance | ± 0.020 | ± 0.020 | ± 0.030 | ± 0.030 |

- a. DRY OPACITY:** Dry opacity shall have a minimum contrast ratio of 0.98 when tested in conformance with Federal Test Method 4121, Procedure B using a 0.015 in. Bird Applicator or 0.030 Doctor Blade.
- b. BLEEDING RATIO:** Bleeding ratio must be a minimum of 0.95 when tested in conformance with Federal Specification TT-P-85, Modified. The asphalt saturated felt shall conform to Federal Specification HH-R-590 or HH-R-595.

- c. **FLEXIBILITY:** The pigmented binder shall not display cracking or flaking when subjected to the flexibility test of TT-P 1952D, with the exception that the panels must be 35 to 31-gauge (0.0078 to 0.0112 in.) tin plate approximately 3 x 6 in. The tin plates shall be lightly buffed with steel wool and thoroughly cleaned with solvent and dried before being used for the test.
- d. **TOTAL SOLIDS:** Total solids shall be a minimum of 70 percent by weight when tested in conformance with Federal Test Method 4041.1, Volatile and Nonvolatile Content (ordinary lab oven).
- e. **SETTLING RATE:** Settlement rating shall not be less than 8 when tested in conformance with D 869 and D 1309.
- f. **WEIGHT PER GALLON:** The weight per gallon must be within ± 0.3 lb/gal of the value obtained by the National Transportation Product Evaluation Program (NTPEP).

- 5.2 GLASS BEAD PHYSICAL REQUIREMENTS:** Reflective glass beads must conform to M 247, except that the gradation must conform to the following:

| PERCENT PASSING | | | |
|-----------------|----------------|-------------|----------------|
| SIEVE SIZE | Standard Beads | Large Beads | Maryland Blend |
| 12 (1.70 mm) | | 100 | 100 |
| 14 (1.40 mm) | | 95 – 100 | 98 – 100 |
| 16 (1.18 mm) | | 80 – 95 | 88 – 97 |
| 18 (1.00 mm) | | 10 – 40 | 48 – 70 |
| 20 (0.85 mm) | 100 | 0 – 5 | 28 – 50 |
| 30 (0.60 mm) | 75 – 95 | | |
| 50 (0.30 mm) | 15 – 35 | | 5 – 25 |
| 80 (0.18 mm) | | | 0 – 5 |
| 100 (0.15 mm) | 0 – 5 | | |

Moisture resistance and flotation tests are not required.

- **REFRACTIVE INDEX:** Glass beads must be colorless, clean, transparent, and free of milkiness or excessive air bubbles. The refractive index must be 1.50 to 1.52 when tested in conformance with MSMT 211.
- **ROUNDNESS:** Glass beads shall be smooth, spherical in shape, free of sharp angular scars, scratches, or pits, and shall contain a minimum of 60 percent silica. Beads shall have a minimum average roundness of 75 percent when tested in conformance with ASTM D-1155.

- 5.3 MATERIAL ACCEPTANCE:** Only Laboratory approved materials conforming to this Specification must be used. Paints shall be compatible with cleaning solvents used in equipment cleaning. Paint must not skin, curdle, settle or be unusable or difficult to apply within 12 months of the date of manufacture. Paint shall not be used beyond 12 months after the date of manufacture.

- 5.4 CERTIFICATION:** The Contractor must supply to the County all the manufacture's certification before using any material for line striping. The Contractor or the manufacturer must also provide the following:

- Certification in conformance with TC-1.02.
- Material Safety Data Sheets for all materials to be used.
- The name or the type of colorant material used to make the nonleaded yellow color to indicate compliance with this Specification. The County will keep the paint composition and chemical analysis information confidential.
- Application temperature ranges and optimum temperatures of paints for fast drying when measured at the spray gun nozzle.

5.5 APPLICATION: The location, width, and type of marking, must be as specified in the work orders or as directed by the County Engineer. Applying pavement markings over longitudinal joints is prohibited; they must preferably be offset 2 in. from them. Nontoxic lead-free waterborne pavement markings must conform to the following:

- a. **FORMULATION SELECTION:** The Contractor must apply paint conforming to these Specifications.
- b. **TEMPERATURE:** The markings must be applied when the paint, ambient, and surface temperature and relative humidity conform to the manufacturer's recommendations.
- c. **GLASS BEADS:** The Contractor must apply the beads uniformly across the surface of the stripe, at the rate of 6 to 7 lb/gal of paint. When large type glass beads are specified, they must be applied uniformly across the surface of the stripe at the rate of 12 lb/gal of paint, by special gravity fed bead guns conforming to the manufacturer's recommendations.
- d. **THICKNESS:** The paint must be applied at a wet film thickness of 14 ± 1 mils.
- e. **COLOR:** The color of the dry markings must match Federal Standard 595 (33538 - yellow or 37886 - white). The Contractor must supply the specified color chips for the County Engineer's use to visually determine that the waterborne material matches the specified color.
- f. **DRY TIME:** The applied paint shall dry to a no-track condition within 60 seconds. The no-track time shall not be exceeded when the pavement temperature is between 40 and 120 F and under all humidity conditions, providing the pavement is dry. The no-track time must be determined by passing over the applied line at approximately 30 degrees with a standard passenger car or pickup truck. When viewed from a distance of 50 ft, the pavement surface must show no evidence of the paint being picked up and re-deposited on the pavement by the vehicle.
- g. **RETRO-REFLECTANCE:** At the time of the paint application, the minimum retro-reflectance values must be 250 and 150 mcd/L/m² for white and yellow, respectively.
- h. **APPLICATION EQUIPMENT:** The equipment used for application of the paint must be approved by the County Engineer prior to start of work and must be capable of applying waterborne traffic paint that has been approved by the County. The Contractor must provide access to the paint application equipment for inspection by the County Engineer. The paint carriage on the left side of the paint truck must have three paint and bead guns. The paint carriage on the right side of the paint truck must have two paint and bead guns. All 10 in. lines must be applied using two paint and bead guns. Raising the paint carriage in order to paint these lines with one type of paint and one bead gun is prohibited.
- i. The footage counter used to measure pavement markings must be calibrated and a notarized certification must be submitted to the County Engineer prior to application.
- j. **OBSERVATION PERIOD:** The Contractor must not be responsible for pavement markings when the County Engineer determines that they have been damaged by plowing. The full Observation Period only applies to those pavement marking materials used as permanent pavement markings for a project.

6.0 HEAT APPLIED PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

This work must consist of furnishing and installing heat applied permanent preformed thermoplastic pavement markings as specified in the Contract Documents or as directed by the County Engineer of the County. The material must be highly durable retro-reflective polymeric materials designed for use as transverse lines, numbers, legends, symbols and arrow markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment. The applied material must adhere to hot mix asphalt (HMA), open-grade friction courses (OGFC), stone matrix asphalt (SMA), Portland Cement Concrete (PCC), and any existing pavement markings when applied using normal heat from a propane fueled heat gun in conformance with manufacturer's recommendations. The applied material must be capable of conforming to pavement contours, breaks and faults, shall not be affected by weather conditions, and must remain in place on pavement surfaces without being displaced by traffic. The material must have a minimum shelf life of one year. The material must conform to the requirements of the latest edition of the MdMUTCD and the following:

- i. **COMPOSITION:** The material must consist of polymeric materials, pigments, binders and glass

beads distributed throughout the entire cross-sectional area. The thermoplastic material must conform to M 249 with the exception of the relevant differences for the material being supplied in the preformed state.

- ii. **RESTRICTIONS:** The combined total of lead, cadmium, mercury and hexavalent chromium must not exceed 100 ppm when tested by X-ray diffraction, ICP, or comparable method capable of this level of detection. Non-leachable lead-based pigments will not be permitted. Diarylide type pigments must only be used when the manufacture or pavement marking material application temperature does not exceed 392 F.
- iii. **COLOR:** Preformed markings must consist of film with pigments selected and blended to match Federal Standard 595 color chip Nos. 37925 and 38907 for white and yellow respectively.
- iv. **FRICTIONAL RESISTANCE:** The surface of the applied material must provide a minimum average skid resistance value of 50 BPN when tested in conformance with E 303.
- v. **PATCHABILITY:** The material must be capable of use for patching worn areas of the same type in conformance with manufacturer's recommendations.
- vi. **THICKNESS:** The minimum thickness, without adhesive, must be 120 mils.
- vii. **ADHESION:** The material must retain a minimum of 65 percent adhesive bond after 100 cycles of freeze-thaw when tested in conformance with C 666, Method B.
- viii. **BEADS**
 1. **INDEX OF REFRACTION:** All beads must meet the general requirements of M 247, Type I, and must have a refraction index of 1.50 to 1.52 when tested using the liquid oil immersion method specified in MSMT 211.
 2. **ACID RESISTANCE:** A maximum of 15 percent of the beads must show a formation of a distinct opaque white layer on the entire surface after exposure to a 1 percent solution (by weight) of sulfuric acid in conformance with MSMT 211.
 3. **APPLICATION:** Permanent preformed thermoplastic pavement markings must be applied to clean and dry hot mix asphalt or Portland Cement Concrete pavements using a propane fueled heat gun in conformance with the manufacturer's recommendations. The markings must be capable of being applied at a minimum pavement and ambient temperature of 32° F.
- ix. **RETRO-REFLECTANCE**

MINIMUM INITIAL REFLECTANCE

| SPECIFICATION | WHITE | YELLOW |
|--|-------|--------|
| Entrance Angle, Degrees | 88.76 | 88.76 |
| Observation Angle, Degrees | 1.05 | 1.05 |
| Specific Luminance, mcd/lux/m ² | 350 | 250 |

7.0 **PERMANENT PREFORMED PAVEMENT MARKING MATERIAL**

This work must consist of furnishing and installing permanent preformed reflective pavement markings on pavement surfaces. These materials include line marking tape and preformed letters, numbers, arrows, and symbols. The materials must remain in place on the pavement surface without being displaced by traffic and shall not be affected by weather conditions. The material must be of good appearance and free from cracks. Edges must be true, straight and unbroken. Line marking material must be in rolls having no more than three splices per 150 ft of length. All marking materials must be packaged in conformance with accepted commercial standards and must have a minimum shelf life of one year. Permanent preformed pavement marking materials must conform to the requirements of the latest edition of the MdMUTCD and the following:

1. **COMPOSITION:** The marking material must consist of a mixture of polymeric materials, pigment and glass beads distributed uniformly throughout the surface. The material, without adhesive, must be a minimum of 60 mils thick.
2. **Color:** The color of the marking materials must match Federal Test Standard Number 595 for the following:
 - i. White - 37925

ii. Yellow – 38907

3. **TENSILE STRENGTH:** The tensile strength of the material must be at least 175 psi when tested as specified in D 638 using a 1 x 6 in. specimen.
4. **ELONGATION:** The elongation of the material at break must be 15 to 90 percent when tested as specified in D 638 using a 1 x 6 in. specimen.
5. **FLEXIBILITY:** When the material is bent 180 degrees around a 1/4 in. mandrel, it must show no signs of cracking or loss of surface dressing beads.
6. **FRICTIONAL RESISTANCE:** The British Pendulum Number must be a minimum of 45 when tested as specified in E 303. After exposure to 5000 revolutions in the Maryland Test Track at a speed of 6-1/2 RPM, the British Pendulum Number must be a minimum of 40.
7. **WEARABILITY:** Seventy-five percent of the reflective beads must remain in place after 5000 revolutions in the Maryland Test Track at a speed of 6-1/2 RPM.
8. **FREEZE-THAW:** The adhesive quality of the material will be considered satisfactory if it has a minimum of 65 percent adhesive bond after 100 cycles of freeze-thaw action when tested as specified in C 666, Method B.
9. **GLASS BEADS:** Glass beads used for surface dressing must conform to the General Requirements of M 247 and have a refraction index of 1.50 to 1.52 when tested as specified in MSMT 211.
10. **CERTIFICATION:** Manufacturer's certified analysis in conformance with TC-1.02 must be submitted to the County. Conformity with the requirements will be determined by the County Engineer of the County.
11. **FIELD TESTING:** Line marking materials conforming to this Specification may be field tested over a 180-day period as specified in MSMT 724 for conformance with the following:
 - i. Ease of Application - satisfactory.
 - ii. Loss or Movement - minimum rating of 2.
 - iii. Performance Rating - minimum weighted rating of 4.

8.0 **PERMANENT PREFORMED PATTERNED REFLECTIVE PAVEMENT (PPRP) MARKING MATERIAL**

The material must be capable of adhering to hot mix asphalt and Portland Cement Concrete surfaces, and to any existing pavement markings in accordance with manufacturer's recommendations by a pre-coated pressure sensitive adhesive. A primer must be used to precondition the surface if recommended by the manufacturer. The markings must be capable of being inlaid in new hot mix asphalt surfaces during the paving operation.

The material must be highly durable and retro-reflective and must be fabricated of a polymeric material designed for longitudinal and legend/symbol markings subjected to high traffic volumes and severe wear conditions, such as shear action from crossover or encroachment on typical longitudinal configurations, and where high levels of reflectivity are required to ensure the safety of the motoring public. The material must be of good appearance and free from cracks. Edges must be smooth, straight and unbroken. Line marking material must be in rolls having no more than three splices per 150 ft of length. All marking materials must be packaged in conformance with accepted commercial standards and shall have a minimum shelf life of one year. The material must remain in place on the pavement surface without being displaced by traffic and must not be affected by weather conditions. The material must meet the following chemical and physical requirements:

- **COMPOSITION:** The material must consist of a mixture of polymeric materials, pigments and reflective spheres distributed throughout the base cross-sectional area and reflective spheres bonded to the topcoat surface to provide immediate and continuing retro-reflection.
- **RESTRICTIONS:** The combined total of lead, cadmium, mercury and hexavalent chromium shall not exceed 100 ppm. Diarylide based pigments and non-leachable lead pigmentation are not acceptable. The presence of these compounds must be tested for compliance to the specification by X-ray diffraction, ICP, or another comparable method, capable of this level of detection.
- **REFLECTANCE:** The manufacturer must certify that the white and yellow materials will have the minimum initial retro-reflectance values of 350 mcd/L/m² for white and 250 mcd/L/m² for yellow markings in any 528 ft section. Reflectance shall be measured using a reflectometer with CEN 30-meter geometry

(88.76 degree entrance angle and 1.05 degree observation angle).

- **COLOR:** The color of preformed markings must essentially match the 37925, 38907 or 37038 color chips for white, yellow or black respectively as shown in Federal Standard 595A.
- **FRICTIONAL RESISTANCE:** The surface of the retro-reflective pliant polymer must provide a minimum average skid resistance value of 50 BPN when tested according to ASTM E 303.

8.1 CERTIFICATION: The Contractor must furnish notarized certification as specified in TC-1.02. The manufacturer shall certify that any reflective thermoplastic materials supplied during the Contract conforms to the above specified specifications. Reflective thermoplastic materials which fail to conform will be rejected. The manufacturer must also provide the following:

- a. Material Safety Data Sheets for all materials submitted for testing and use.
- b. A facility, presently in operation, capable of producing the reflective thermoplastic materials in the quantity and quality required by the County.
- c. A laboratory subject to the County's approval which is capable of performing the required tests.

9.0 REMOVABLE PREFORMED PAVEMENT MARKING TAPE

Removable preformed pavement marking material must remain in place on the pavement surface without being displaced by traffic or affected by weather conditions. The material must be capable of being removed without the use of heat, solvents, grinding or sand blasting, and must not leave an objectionable residue. The material must be of good appearance and free from cracks. Edges must be true, straight and unbroken. Line marking material must be in rolls having no more than three splices per 150 ft of length. All marking materials must be packaged in conformance with accepted commercial standards and must have a minimum shelf life of one year.

When applied in conformance with the manufacturer's recommendations, the material must provide a neat, durable marking that will not flow or distort due to temperature if the pavement surface or underlying markings remain stable. The material must be weather resistant and, through normal traffic wear, must show no lifting or shrinkage that will significantly impair the intended usage of the tape throughout its useful life, and must show no significant tearing while in place, or other signs of poor adhesion. The material must be capable of easy removal without tearing into small pieces. Finally, the material must conform to the requirements of the latest edition of the MdMUTCD.

A. YELLOW AND WHITE: The material must meet the following requirements:

- a. **COMPOSITION:** The marking material must consist of a mixture of polymeric materials, pigment and glass beads distributed uniformly throughout the surface.
- b. **COLOR:** The color of the marking materials shall match Federal Test Standard No. 595, latest edition for the following:
 White - 37925
 Yellow - 38907
- c. **GLASS BEADS:** Glass beads shall conform to the General Requirements of M 247 and have a refractive index of 1.50 to 1.52 when tested as specified in MSMT 211.
- d. **FRICTIONAL RESISTANCE:** The British Pendulum Number shall be a minimum of 45 when tested as specified in E 303.
- e. **Field testing:** Line marking materials conforming to the contract documents may be field tested over a 180-day period as specified in MSMT 723 for conformance with the following:
 - i. Ease of application – satisfactory
 - ii. Removability – a minimum rating of 2
 - iii. Residue remaining at time of removal (day & night) – minimum rating of 2
 - iv. Durability, appearance, and night visibility – minimum weighted rating of 4
 - v. Loss or movement – minimum rating of 2

B. BLACK: The non-reflective, patterned black line masking tape shall not contain materials, pigments and inorganic fillers distributed throughout its base cross-sectional area, with a matte black non-reflective surface. For patterned materials, a minimum of 20 percent of the surface area must be raised and coated with nonskid particles. The channels between the raised areas must be substantially free of particles. The film must be pre-coated with a pressure sensitive adhesive. A nonmetallic medium must be incorporated to facilitate removal. The material must meet the following requirements:

- i. **SKID RESISTANCE:** The surface of the patterned, nonreflective black line mask must provide a minimum skid resistance value of 45 British Pendulum Number when tested in conformance with E 303.
- ii. **THICKNESS:** The patterned material, without adhesive, shall have a minimum caliper of 0.065 in. at the thickest portion of the patterned cross-section, and a minimum caliper of 0.02 in. at the thinnest portion of the cross-section.
- iii. **ADHESION:** The manufacturer shall demonstrate that the properly applied black line mask adheres to the roadway and existing stable roadway markings under climatic and traffic conditions normally encountered in the construction work zone.
- iv. **REMOVABILITY:** The manufacturer must show that the black line tape can be manually removed after its intended use, intact or in large pieces, at temperatures above 40° F without the use of heat, solvents, grinding or sand or water blasting. The black line tape must remove cleanly from existing markings that are adequately adhered to the pavement surface.
- v. **PERFORMANCE REQUIREMENTS:** When applied in accordance with the of the manufacturer's recommendations, the black line tape must provide a neat, durable marking that will not flow or distort due to temperature if the pavement surface, or underlying markings remain stable. The black line tape must be weather resistant and, through normal traffic wear, must show no lifting or shrinkage which will significantly impair the intended usage of the tape throughout its useful life, and must show no significant tearing or other signs of poor adhesion.

9.1 CERTIFICATION: Manufacturer's certified analysis in conformance with TC-1.02 must be submitted to the County Engineer of the County.

10.0 GREEN COLORED PAVEMENT SPECIFICATIONS

DESCRIPTION: This work shall consist of the surface preparation and application of Ennis-Flint PreMark Preformed Thermoplastic pavement markings for high volume traffic areas and intersections, Ennis-Flint CycleGrip MMA pavement markings for low vehicle traffic areas such as driveway access points or bike lanes, or approved equals, as indicated in the contract or directed by the Engineer. Refer to separate attachment, "CycleGrip MMAX Specialized Bike Lane Treatment System Product Data".

10.1 MATERIALS:

General: As per the manufacturer's specifications and as follows:

The coating material shall consist of a prepared colored aggregate material manufactured in part from recycled materials, which is broadcast over an epoxy binder. The coating shall simulate a green colored pavement and shall cause no loss of traction for bicyclists or pedestrians.

Green Color:

The daytime chromaticity coordinates for the color used for the completed green colored pavement coating shall be as follows:

| 1 | | 2 | | 3 | | 4 | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| x | y | x | y | x | y | x | y |
| 0.230 | 0.754 | 0.266 | 0.500 | 0.367 | 0.500 | 0.444 | 0.555 |

The daytime luminance factor (Y) shall be at least 20, but no more than 35.

The nighttime chromaticity coordinates for the color used for the completed green colored pavement coating shall be as follows:

| 1 | | 2 | | 3 | | 4 | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| x | y | x | y | x | y | x | y |
| 0.230 | 0.754 | 0.336 | 0.540 | 0.450 | 0.500 | 0.479 | 0.520 |

Green Aggregate: Furnish with the following gradations or in accordance with the manufacturer's specifications as approved by the Engineer:

| Sieve Size | Retained (%) |
|----------------------|--------------|
| 1.00 mm (No. 18) | < 10% |
| 850 μ m (No. 20) | 17-37 |
| 600 μ m (No. 30) | 45-65 |
| 425 μ m (No. 40) | 14-25 |

10.2 CONSTRUCTION:

I. Surface Preparation: Pavement shall be cleaned and prepared to ensure proper, long-term adhesion, in conformance with manufacturer's specifications and as follows:

- 1) Clean surface to remove all dust and debris prior to installation. Prior to installing the coating on any new asphalt pavements, allow a 30-day cure period of the new asphalt surface.
- 2) Remove existing pavement markings as indicated in the contract documents or directed by the Engineer.
- 3) Cover and protect all existing pavement markings (if left in place) and utility appurtenances prior to installation.

II. Application: Installation of the binder and aggregate coating system shall be in conformance with the manufacturer's specifications and as follows:

- 1) Conditions for application: Do not apply the colored pavement coating if the pavement and ambient temperature is forecasted /measured to be/fall below 50°F for an extended period of time thus not providing adequate drying time. Wait 24 hours from the time of the last rain or wet conditions prior to installation.
- 2) Curing Time: ranges from 1 to 5 or more hours, dependent on the ambient temperature.
- 3) Manually spread the mixed components of the binder onto the prepared surface at an application rate specified by the manufacturer. Mechanically broadcast the colored aggregate at a continuous application rate 12 lbs per square yard and at a rate consistent with the manufacturer's specifications. Apply aggregate until saturation. No exposed wet spots of the binder surface shall be visible after the application of the aggregate.
- 4) Once the coating obtains the initial set, excess aggregate must be removed. Do not permit the use of any equipment or vehicular traffic on the installed coating until after the manufacturer's specified curing time.
- 5) Remain on site until after the coating is cured and opened to traffic.
- 6) Do not heat over the green coating for placement of preformed or hot- applied thermoplastic markings. To place pavement markings over coating, use only epoxy or waterborne pavement markings and legends. If preformed thermoplastic is placed adjacent to pavement coating, use heat shield to protect the surface and edges of the pavement coating and submit method of application to Engineer for approval prior to placement.

III. Defective Markings: Remove and replace any markings placed incorrectly. Repair those markings, which after application and drying, the Inspector-in-Charge determines to be defective. Complete this work at no additional cost to the County. The contractor is responsible for submitting to the Engineer the method of removal/restoration.

IV. Guarantee: Guarantee 90% of the pavement marking material against failure due premature wear or poor adhesion resulting from defective materials. The Engineer will identify material to be repaired or replaced. Begin all repair or replacement work within 30 days of notification by the Engineer and perform as specified in these specifications.

V. MEASUREMENT AND PAYMENT – Square foot

The measured area is the actual area of pavement that has received the combined application of epoxy binder and colored aggregate surface, measured in place. No deduction will be made for areas occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area. All surface preparation as specified herein and within the manufacturer's specifications and related work is incidental.

11.0 MMAX Red Colored Bus Lane Treatment

MMAX Colored Bus Lane Treatment conveniently combines state-of-the-art methyl methacrylate resins with hardwearing aggregate and premium pigments to deliver an extremely durable, highly visible, and color-stable lane delineation treatment that meets the non-slip requirements.

Transit Lane Red colored MMAX colored lane treatment can be used to delineate bus lanes, no stopping areas, or other specialty applications where a durable area marking is required.

| Product Characteristics | Result | Test |
|------------------------------------|---------------|-------------|
| Binder Resin | | |
| Density | 12.52 +/- .35 | Lbs./Gal |
| Tensile | > 400 psi | ASTM D638 |
| Elongation | > 180% | ASTM D638 |
| Flash Point | > 10°C | ASTM D1310 |
| Aggregate | | |
| Hardness | 9 | Mohs Scale |
| Preferential Lane Treatment | | |
| Density | 18.5+/- .5 | LBS/Gal |
| Skid | >60 | ASTM 303 |
| Cure time | <30 | Minutes |

12.0 WORK AREA TRAFFIC CONTROL REQUIREMENTS

GENERAL: This section provides guidance for the safe and continuous maintenance of traffic through the project site while minimizing inconvenience to the traveling public and the Contractor. All work must be performed in accordance with Montgomery County Work Zone Traffic Control Standards, the latest Maryland State Highway Administration (MSHA) Specifications, and the latest edition of the MdMUTCD. Maintenance of Traffic will not be a separate pay item but will be considered as incidental to the implementation of this contract.

Montgomery County's Work Zone Traffic Control Standards book must be readily available at the work site during all working hours. The pavement marking crew leader must be familiar with the Traffic Control Plan Typical's and have received training on the implementation of the MdMUTCD. Any crew member who is assigned to "FLAG" traffic in the public right-of-way during the implementation of this contract must have an AATSA Approved Flagger card on his person when performing traffic flagging functions. Traffic must be maintained at all times throughout the entire length of the work area. Road closures will not be permitted. This TCP consists of typical traffic schemes (attached) which will be employed as required to perform the pavement marking installation work. All signs may be portable and any signs not applicable to the actual situations are to be removed or covered.

The channelizing devices must be either traffic drums or traffic cones. Channelizing devices used must be thirty-six inches (36") in height with the predominate color being orange, in accordance with the latest edition of the MdMUTCD. Channelizing devices must be placed at intervals equal to the numerical value of the posted speed limit or 85th percentile speed in areas of lane transition. On tangent sections, the channelizing devices must be placed at intervals twice the above value. When it becomes necessary to close a lane of traffic, a trailer-mounted arrow panel containing amber lamps, which when activated must achieve a flashing arrow conveying to the traveling public in which direction movement must be made. This system must be of a type as described in Section 104 of the latest edition of the MSHA Specifications.

- 12.1 LONG LINE STRIPING TRAFFIC CONTROL:** The contractor must furnish and place without extra compensation all necessary warning and direction signs to maintain traffic and must provide such protection to the uncured markings as may be needed until traffic can cross them without damage or tracking. When necessary, a pilot car and flagmen must be used to provide adequate control and direction of traffic. Traffic must be allowed to keep moving at all times and the striping equipment must be operated in a manner that will not make it necessary for traffic to cross uncured markings. Protective devices such as "cones" must be of an approved type that will not cause damage to the vehicle when accidentally struck.
- 12.2 WORK RESTRICTIONS:** With the appropriate Traffic Control and appurtenances, the contractor will only be permitted to work between 9:00 a.m. - 3:00 p.m., unless permission is granted otherwise by the County Engineer. If permission is granted, there will be no work requiring the closure of lanes between the hours of 5:30 a.m. - 9:00 a.m., and 3:00 p.m. - 7:00 p.m. No work will be permitted on a Saturday, Sunday, national holidays, or days preceding said holidays without written permission of the County (Engineer). The County reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours, if, in the opinion of the Engineer, the Contractor's operations are a detriment to traffic. Any construction materials or debris dropped on the roadway surface must be removed immediately to avoid possible hazardous conditions. No overnight storage of equipment or materials will be permitted within the right-of-way. All equipment and materials must be removed from the work site during non-working hours.
- 13.0 EXTENDED WARRANTY**
In addition to the 90-day Thermoplastic Pavement Marking Observation Period required elsewhere in the contract, the Contractor must obtain from the material manufacturer and extend to the County the following extended warranty for all thermoplastic markings installed in this contract:
- a. At least 75% of the total of the crosswalk and stop line markings on any one intersection approach must remain to perform useful service for at least one year.
 - b. At least 75% of the total of the arrows, and other legends on any one intersection approach must remain to perform useful service for at least one year.
 - c. At least 75% of the total of the channelization markings on any one intersection approach must remain to perform useful service for at least one year.
 - d. At least 80% of a unit must remain to perform useful service for at least one year, and at least 60% of a unit must remain to perform useful service for at least two years. (A "unit" is defined as the total of all lane lines, edge lines, and center lines of the specified width, in any combination or pattern, on any one intersection approach).

For non-defective pavement surfaces carrying average annual daily traffic volumes less than 50,000 vehicles per day, the Contractor must guarantee to replace or renew, at no cost to the County, the part of the pavement markings which have not remained to provide useful service due to defective materials or method of application (in the opinion of the Engineer), in accordance with the above requirements. The Contractor must also warrant that the applied material will be impervious to degradation by motor oil, diesel fuel, and grease deposits. Replacement material installed under the guarantee shall be guaranteed the same as the original material, from the date of the original installation.

14.0 METHOD OF MEASUREMENT

Application of longitudinal and transverse pavement markings will be measured in linear feet, complete-in-place, for the width and thickness specified, rounded to the nearest foot. For broken and dotted lines, only the actual marked segments will be measured, and not the gaps. For double lines, each single line will be measured separately. Work and symbol pavement markings will be measured in units of each complete in place. Words and symbols for which there is not a separate line item in the schedule of prices will be measured in square feet, using a one-foot-square grid.

End of Section D – Specifications and/or Scope of Work

Web-links for Documents and Forms:

1. County's Vendor Registration System [Home Page - Montgomery County Vendor Registration System \(montgomerycountymd.gov\)](http://montgomerycountymd.gov)
2. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/PRO/vendor-resources/faq.html>)
3. MD-SDAT (<https://dat.maryland.gov/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Wage Requirements Law, Independent Contractor Certification (<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-193.pdf>)
5. **Attachment A:** Minority Business Program & Offeror's Representation (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)
6. **Attachment B:** Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
7. **Attachment C:** Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
8. **Attachment D:** Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
9. **Attachment E:** Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. **Attachment F:** Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf)
11. **Attachment G:** Prevailing Wage Local Hiring Report: (<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf>)
12. **Attachment H:** Prevailing Wage Law Local Hiring Attestation (<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf>)






Contract 1178653 A Annandale

Final Audit Report

2025-02-12

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|-----------------|--|
| Created: | 2025-02-12 |
| By: | Michael Rivas (Michael.Rivas@montgomerycountymd.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAhu7Tc_dwuygTyTQQ-EZaZkxwqGiHTRSf |

"Contract 1178653 A Annandale" History

-  Document created by Michael Rivas (Michael.Rivas@montgomerycountymd.gov)
2025-02-12 - 4:46:01 PM GMT
-  Document emailed to Karen deluca (karen.deluca@montgomerycountymd.gov) for signature
2025-02-12 - 4:46:12 PM GMT
-  Email viewed by Karen deluca (karen.deluca@montgomerycountymd.gov)
2025-02-12 - 5:07:40 PM GMT
-  Document e-signed by Karen deluca (karen.deluca@montgomerycountymd.gov)
Signature Date: 2025-02-12 - 5:07:55 PM GMT - Time Source: server
-  Agreement completed.
2025-02-12 - 5:07:55 PM GMT