

Invitation for Bids
CHEVY CHASE VILLAGE
Consulting Engineering Services

Enclosed is an invitation to submit a Bid to provide consulting engineering services within Chevy Chase Village.

Chevy Chase Village (the “Village”) is an incorporated municipality within Montgomery County, Maryland. The Village covers a geographic area of approximately 0.4 square miles, as reflected in the map attached hereto as Attachment H.

This Invitation for Bids packet includes the following documents. It is the prospective bidder’s sole responsibility to inquire about any documents it detects as missing from this Invitation.

- Invitation for Bids (1 page)
- Attachment A: Instructions to Bidders
- Attachment B: Scope of Work
- Attachment C: Sample Contract
- Attachment D: Bid Sheet
- Attachment E: Non-Collusion Affidavit
- Attachment F: Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
- Attachment G: Wage Certification
- Attachment H: Village Map

All bids must be received electronically by Project Manager Ellen Sands, Director of Municipal Operations, via e-mail ellen.sands@montgomerycountymd.gov no later than **2:00 p.m. on Wednesday, June 30, 2021**, and must comply with the Instructions to Bidders and Scope of Work attached hereto as Attachments A and B respectively.

Questions regarding this Invitation for Bids shall be made in writing to the attention of Ms. Sands, via e-mail ellen.sands@montgomerycountymd.gov **Questions must be submitted no later than Wednesday, June 30, 2021 at 2:00 p.m.**

Chevy Chase Village is an Equal Opportunity Employer. Discrimination based on age, race, sex, handicap, national origin or other unlawful basis is expressly prohibited.



Chevy Chase Village

Request for Proposals

Consulting Engineering Services

Questions regarding this Request for Proposals shall be made in writing to the attention of Ellen Sands, Director of Municipal Operations, Chevy Chase Village Hall. Ms. Sands may be contacted via e-mail at ellen.sands@montgomerycountymd.gov.

Questions may be submitted no later than
Wednesday, June 23, 2021 at 2:00 p.m.

All Bids must be delivered electronically to Ms. Ellen Sands
at ellen.sands@montgomerycountymd.gov no later than
2:00 p.m. on Wednesday, June 30, 2021.

Chevy Chase Village is an Equal Opportunity Employer

ATTACHMENT A

Instructions to Bidders

1. TIME FOR SUBMISSION OF BIDS. Bids shall be delivered electronically to Ms. Ellen Sands at ellen.sands@montgomerycountymd.gov. **All bids must be received no later than 2:00 P.M. on Wednesday, June 30, 2021** and will be publicly opened and read aloud by conference call at 2:30 P.M. on the same day. The call-in number and access code for the bid opening will be posted to the Village's website at least 2 days before the bid opening. Bids received after the deadline will not be considered **Only electronic submissions will receive formal consideration.**

2. BIDS. Bidders must provide all required materials identified herein. All bids must give the price in figures unless otherwise specified herein.

Conditional bids will not be accepted.

It is the Bidder's responsibility to assure that a bid is received electronically by the Village in a timely manner.

All copies of the bid shall be organized as outlined below, and, at a minimum, shall contain the following information:

A. Cover Page / Letter of Interest – A cover page that includes the following information:

- i. Bidder's name and mailing address;
- ii. Bidder's current legal status (e.g., corporation, partnership, sole proprietor);
- iii. General description of the Bidder, including the Bidder's size, professional capabilities, key staff, organizational structure, and interest in the project;
- iv. Contact person's name, title, phone number, fax number and e-mail address; and
- v. PDF of the original signature of authorized officer of the Bidder.

B. Related Experience – Description of relevant experience in the performance of Consulting Engineering Services including relevant experience as more specifically described in the Scope of Work (Attachment B) for municipal and other government agencies which the Bidder believes may be relevant for consideration of it for this Contract.

C. References - Bidders must submit a list of at least three (3) former or current clients for whom the Bidder has or is currently performing services that is substantially similar to the services requested herein. Bidder must submit contact information for each reference and a description of the relevant qualifications and the scope of work undertaken for each.

D. Key Personnel – Bidders must identify an employee of the Bidder who will be designated as the point of contact for any and all inquiries by the Village, and also must identify a replacement for such employee(s) in the event the Village requests such replacement or such employee(s) becomes unavailable to continue work on the project for any reason.

- E. Pricing Bid – Bidders must include in their bid pricing for all items listed in Attachment D. Failure to provide pricing for ALL items may result in the disqualification and rejection of the Bid.

The Village reserves the right to request more detailed information in any one or more of the above categories from one or more bidder(s) before final selection is made.

The contents of the bid and any clarification to the contents submitted by the successful bidder become part of the contractual obligation and will be incorporated by reference into the contractual agreement entered into between the Village and the successful bidder. If selected, the successful bidder will be expected to enter into and abide by the terms and conditions set forth in the proposed Contract for Services attached to the IFB as Attachment C.

Failure to address ALL items may result in the disqualification and rejection of the Bid. The Village reserves the right to request more detailed information in any one or more of the above categories from one or more Bidder(s) before final selection is made. Following review of written Bids submitted, the Village, in its discretion, may request that some or all of the Bidders appear before the Village Manager and/or her staff in person or by video conference to make a presentation and answer any questions the Village may have with respect to the Bid or the Bidder's qualifications for this project.

The successful Bidder's response to this IFB shall become part of the Contract Documents. This procurement is subject to the provisions of the Village Procurement and Disposition Ordinance (Chapter 24 of the Chevy Chase Village Code).

3. FURTHER INFORMATION. Any questions regarding the contractual terms or technical requirements of this Invitation for Bid shall be made in writing and submitted electronically to the attention of Ellen Sands, Director of Municipal Operations, Chevy Chase Village Hall. Ms. Sands, Project Manager for this contract, may be contacted via e-mail at ellen.sands@montgomerycountymd.gov. Questions may be submitted no later than Wednesday, June 23 at 2:00 p.m. Responses to all questions received will be sent by email to all known bidders, and will be posted to the eMaryland Marketplace procurement website, (<https://procurement.maryland.gov/>) by Friday, June 25.

4. NO BID. In the event that you do not wish to submit a Bid at this time but would like to be advised of similar requests in the future, please respond in writing by the stated Bid opening date.

5. EVALUATION CRITERIA/REJECTION OF BIDS. Evaluations may be based upon, among other things, cost, experience, references and other qualitative factors. Chevy Chase Village reserves the right to reject any and all bids in whole or in part and to waive any and all formalities as may best serve the interests of the Village. Incomplete bids or bids not complying with the stated requirements set forth in this IFB shall be considered non-responsive and maybe rejected. In addition to a written bid, the Village may seek additional information from Bidders in the form of

an oral presentation, which may include questions presented by the Village relating to subject pertinent to the services to be provided. At the conclusion of the Village's evaluation of the bids, the Village Manager may recommend a Bidder to the Chevy Chase Village Board of Managers for award of the Contract.

- Evaluation Criteria

Bids will be evaluated using a predetermined method to ascertain which Bidder best meets the needs of the Village. Evaluation considerations will include but not be limited to the following:

- i. Responsiveness of the Bid in clearly stating the understanding of work to be performed;
- ii. Technical experience of the Bidder (as a company);
- ii. Technical experience of the Bidder's personnel;
- iii. Favorable assessment by other clients with similar needs of the Bidder's services; and
- iv. Cost. Although a significant factor, cost may not be the determining factor. Cost is particularly important when all the other evaluation criteria are relatively equal.

In some circumstances, Bids may be so similar in quality that oral interviews may be required to assist in making the final selection.

6. **AWARD.** Award will be made to the responsible Bidder, complying with all provisions of the IFB, whose bid is determined to be the most advantageous to the Village taking into consideration price and the evaluation criteria specified herein.

7. **REGISTRATION IN MARYLAND.** Companies not organized under the laws of Maryland must be in compliance with the applicable provisions of Title 21 of the Code of Maryland Regulations (State Procurement Regulations) in order to enter into a contract with the Village. Pursuant to 7-201, et seq. of the Corporations and Associations Article of the Maryland Code, companies not organized in the State shall be registered or qualified, as required, with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing business in this State.

8. **LICENSES.** The selected Bidder shall possess and keep all necessary licenses and permits valid for the entire duration of the term of the contract or any extensions thereof and promptly provide evidence of such extensions to the Village as appropriate.

9. **CAPACITY TO PERFORM.** The Bidder, by submitting its bid, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

10. INFORMATION TO BE SUBMITTED WITH BID. The following **must** be returned with the Bid:

- a) Cover Page/Letter of Interest as described in Item 2 of this Instruction to Bidders (Attachment A)
- b) Bid Sheet (Attachment D)
- c) Items as described in Item 8 of this Instruction to Bidders (Attachment A)
- d) Addenda as described in Item 21 of this Instructions to Bidders, if any (Attachment A)
- e) U.S. Treasury Department Employer Identification Number (EIN).
- f) State of Maryland Employer Identification Number.
- g) Certificate of Good Standing, if Bidder is a corporation or a limited liability company.
- h) Any other information as to reputation, stability, capability and equipment, as well as current commitments to others as may be requested by the Village.
- i) Affidavits

11. LATE BIDS. It is the Bidder's responsibility to assure that its bid is received at the proper time. No bid received thereafter will be considered.

12. ERRORS IN BIDS. When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or in the preparation of the Bid, will not relieve the Bidder. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the Bid is accepted.

Failure of the Bidder to thoroughly understand all aspects of this IFB or to become familiar with all conditions which may affect performance before submitting a bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.

13. BID WITHDRAWAL. Request for withdrawal of a bid must be made by email and transmitted personally to the Director of Municipal Operations at least one (1) hour prior to scheduled Bid opening. In such a case, the unopened Bid, together with the Bid bond, if required, and other attachments, will be returned to the Bidder at that time. No Bid may be withdrawn at the public Bid opening or for a period of forty-five (45) days following the Bid opening.

14. ACCURATE INFORMATION. The Bidder certifies that all information provided in response to this Invitation or that will be provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to the contract contemplated as a result of the Invitation for Bids. Any false or misleading information is a ground for the Village to reject a Bid or to terminate the contract and to pursue any other appropriate remedy.

15. QUALIFICATION OF BIDDER. The Village shall have the right to take such steps as it deems necessary to determine the responsibility of the Bidder to perform the obligations under the contract and the Bidder shall furnish to the Village all such information for this purpose as the Village may request. The Village reserves the right to reject any bid where an investigation of

available evidence or information does not satisfy the Village that the Bidder is qualified to carry out the terms of the contract.

16. ADDENDA. All addenda issued after the Invitation for Bids and before the opening of bids shall be included in the IFB and upon execution of the contract shall become a part thereof. Bidders are required to acknowledge the addenda by listing the number of the addenda on the bid sheet. It is the responsibility of the Bidder to make inquiry as to addenda issued.

17. AGREEMENT. The successful Bidder shall be required to complete a two-party contract in substantially the form attached to the IFB as Attachment C within ten days of notice of award. The terms and conditions in this IFB shall be incorporated into the contract and shall be binding on the successful Bidder. **Any proposed modifications or objections to the contract shall be submitted by the Bidder as part of its response to this IFB. No proposed modifications or objections to the contract will be accepted after the bid deadline.** If the successful Bidder fails to execute the contract, the award may be annulled and the contract awarded to the second lowest responsive Bidder, and such Bidder shall fulfill every stipulation embraced herein, as if it were the original party to whom the award was made, or the Village may reject all of the bids, as its interest may require.

18. INDEPENDENT CONTRACTOR. The successful Bidder shall perform approved services under the contract as an independent contractor and not as an employee or agent of the Village.

19. PRICES. Bids must be submitted on a firm fixed price, unless otherwise specified herein.

20. DISCOUNTS. All discounts other than prompt payment are to be included in the bid price. Cash discounts will not be considered in determining the lowest net costs for bid evaluation purposes.

21. INSURANCE. The successful Bidder, within five (5) days following award and prior to commencement of any approved work, shall furnish to the Village proof of insurance of at least the kinds and minimum amounts set forth in the sample contract attached to the Invitation for Bids as Attachment C.

22. SUBCONTRACTING. When allowed, Bidders who intend to subcontract any portion of the work including delivery, installation, or maintenance will submit with their bid: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor(s). If subcontractors are identified, the contractor shall not be relieved from the prime responsibility of full and complete performance under any awarded contract. There shall be no contractual relationship between the Village and any subcontractor.

23. INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the Director of Municipal Operations. No interpretation shall be considered

binding unless provided in writing by the Director of Municipal Operations. The submission of a bid shall be prima facie evidence that Bidders thoroughly understand the terms of all bid documents, including but not limited to the Technical Specifications and/or Scope of Work.

The successful Bidder shall take no advantage of any error or omission in any of the bid documents, including but not limited to the Technical Specifications and/or Scope of Work. The Village shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

24. **LEGAL REQUIREMENTS.** All materials, equipment, supplies, and services shall conform to all applicable Federal, State, County and local laws and regulations.

The selected Bidder shall observe and comply with all applicable Federal, State, County and local laws, ordinances, and regulations.

25. **RESERVATIONS.** The Village reserves the right to add or delete, in its sole discretion, any items from the bid in whole or in part without affecting the bid unit prices for any item or remaining service. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

26. **CONTRACT AWARD.** It is expected that the contract will be awarded by **Wednesday, July 14.** Time is of the essence as to the successful Bidder's performance under the awarded contract.

27. **BID PROTEST.** Any Bidder, who is aggrieved in connection with the IFB or award of a contract must first seek resolution of such complaint by submitting a protest to the Village Manager. If this effort fails to resolve the complaint, the aggrieved party may protest to the Board of Managers in writing. A protest with respect to an Invitation for Bids shall be submitted prior to the opening of bids, unless the protestor did not know and did not have reason to know of the facts giving rise to the protest until after such date, in which case the protest must be submitted within ten (10) calendar days after the facts became known, but in no event after the execution of a binding contract with the successful Bidder.

In the event of a timely protest as described above, procurement shall not proceed further until the dispute is resolved or until the Village Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

28. **WAGE RATES.** Effective July 1, 2020 through June 30, 2021, the minimum wage rate payable to contractor and sub-contractor employees performing work under this Contract is \$15.25 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2021, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a

Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2021, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

29. COVID INCLUDED IN BID. Bidders must take into account in their bid that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the consulting engineering services are or may be impacted as a result. In the event of delays to the critical path of the work schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the work schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional sanitary conveniences and cleaning should be included in the bid, as well as any expected delays in delivery of supplies or equipment. To the fullest extent possible, the Village intends to resolve these issues in the bid process, and not as change orders.

ATTACHMENT B

Scope of Work

1. DEFINITIONS

- A. Village: Chevy Chase Village, Chevy Chase, Maryland. An incorporated Municipality in Montgomery County, Maryland.
- B. Contractor: the corporation, company, partnership, or other entity or individual, which enters into this Contract with the Village.
- C. Manager: the individual employed by the Village responsible for management and operations of the Village government.
- D. Village Project Manager: the individual employed by the Village responsible for the management and oversight for all work performed under the Contract.
- E. Contract: the Contract agreement which the successful bidder will be required to sign following its selection for consulting engineering services.

2. GENERAL CONTRACT TERMS

- A. The Village estimates a total of 60 hours of consulting engineering services related to various matters including but not limited to storm water drainage/runoff on private and public property, traffic engineering and planning and surveying, will be contracted per fiscal year (July 1 – June 30) based on specified hourly rates as outlined in the Contractor submitted proposal.
- B. The Contractor is required to furnish the necessary supervision, crew(s), equipment, materials and supplies required for the efficient and safe execution of the duties as defined below and ordered pursuant to the Contract.
- C. The Contractor shall not assign any minors or undocumented aliens for the performance of work under the Contract.
- D. Work under the Contract shall be performed only after receiving a written notice to proceed from the Village Project Manager.
- E. The Manager reserves the right to engage contractors outside the Contract at any time it is found to be in the best interest of the Village.
- F. The Contractor shall, when requested by the Village Project Manager, provide its best estimate of the labor, equipment and material costs necessary to complete a specific job.

3. CONSULTING ENGINEERING SERVICES

- A. Serve as the Village's consulting engineer when requested by the Village to advise Village personnel or conduct various engineering services including but not limited to storm water drainage/runoff matters on private and public property, traffic engineering and planning and surveying.
- B. Specific responsibilities may include, but are not limited to, the following:
 - 1. Water Drainage:
 - a. Review and make recommendations on storm water drainage plans and storm water management improvements submitted to the Village for permitting and recommend individual site modifications and design of facilities. All reviews must be completed in accordance with both Montgomery County and Chevy Chase Village Code.
 - b. As directed by the Village Project Manager, meet with applicants and their design engineer(s) regarding design and installation of proposed storm water management facilities
 - c. Consult with Village staff and provide recommendations on storm water management and mitigation issues on Village owned and maintained land.
 - 2. Traffic Engineering and Planning:
 - a. Assist and provide guidance to Village staff in reviewing requests for traffic control signage such as stop sign requests, speed limit modifications and parking restrictions.
 - b. Assist and provide guidance to Village staff in evaluating the installation of various traffic calming measures such as speed bumps, intersection modifications and traffic flow pattern changes.
 - 3. Surveying:
 - a. Conduct metes and bounds and asset surveys and draft survey plats/plans of Village rights-of-way, parks, parcels or greenspace to confirm property boundaries or to support various Village projects.
 - 4. As requested, advise the Village Board of Managers and attend Board meetings. (Meetings begin at 7:30 p.m.)

4. SERVICES TO VILLAGE RESIDENTS

- A. Chevy Chase Village residents' rights to quiet enjoyment of their homes are a priority under the contract.
- B. In no case is any special accommodation to be made for compensation from a resident or other party to the Contractor or the Contractor's workers. Any requests of this type are to be reported directly and promptly to the Village Project Manager.

5. BILLING RULES AND METHODS OF PAYMENT

- A. Only the performance time of the Contractor and Contractor's other employees providing services to the Village is to be billed to the Village at the agreed upon rates in the Contractor's final submitted rate sheet.
- B. Billable hours shall not include travel time, or allowances for training, preparation, maintenance, lunch, rest, equipment breakdowns and the like, which are not compensable under the Contract.
- C. Reimbursables, if required, such as printing and delivery costs are eligible for payment.
- D. The Contractor shall submit monthly invoices with supporting documentation outlining the work performed upon which the work was performed and any materials used.
- E. All such invoices shall be addressed to the Village Project Manager, who shall either notify the Contractor of any errors or process the statement for payment within thirty (30) days of receipt of the statement.

6. RECORD RETENTION AND AUDIT

- A. The Contractor must maintain personnel time sheets and corresponding payroll records for the entire period of the Contract and for no less than three (3) years thereafter.
- B. The Village Project Manager may, no less than ten (10) days following notice to the Contractor, examine such billing back-up reports, sheets and records at the Contractor's place of business or require that they be brought to the Village office during normal business hours.

7. PERFORMANCE ONLY BY CONTRACTOR

No assignment by the Contractor of the contract may be made to other contractors or subcontractors without prior written approval of the Manager.

8. PRICING PROPOSAL

Proposers must provide rates hourly rates for all items listed below. Failure to respond to any or all of the items may result in the disqualification and rejection of the proposal.

1. Hydrologic Engineer
2. Traffic Engineer
3. Survey Crew (2-man)
4. CADD Technician
5. Project Manager
6. Senior Manager
7. Professional Surveyor
8. Survey Technician

9. PROPOSALS BINDING FOR 60 DAYS

Proposals shall remain binding for 60 calendar days after the date they are due.

ATTACHMENT C

Sample Contract

CONTRACT FOR SERVICES

This Contract for Services ("Contract") made this ___ day of _____, 2021, by and between CHEVY CHASE VILLAGE, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "VILLAGE", and _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor and the Village are collectively referred to herein as, the "Parties"

WHEREAS, the Village desires to obtain services as more specifically described in the specifications identified as Exhibit 1 (the "Scope of Work") and attached hereto; and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Contractor desires to provide these services to the Village.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the Consulting Engineering Services described in, and be bound by, the terms and conditions set forth in the specifications identified and attached hereto as Exhibit 1 (the "Scope of Work") and incorporated herein by reference, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of the Contract shall prevail.

The Contractor must make provision to comply with the requirements and precautions applicable to its employees as issued by the Centers for Disease Control, the State of Maryland, or other agency with jurisdiction as a result of the ongoing COVID-19 pandemic, to include without limitation personal protective equipment, additional sanitary conveniences and cleaning.

2. **CONTRACT TERM.** The work under this Contract must commence no later than September 12, 2021 to September 12, 2024. The Contract may be extended by the Village on the same terms and conditions, in its sole discretion, for up to two (2) additional terms of one (1) year each. Time is of the essence as to the Contractor's performance hereunder.

3. **COMPENSATION.** The Village agrees to pay to the Contractor in accordance with the Contractors Final Rate Sheet (Exhibit 2) for performance of the entire contract work. The Village shall pay the Contractor upon invoice submitted by Contractor at the end of each months work. No invoice shall contain a charge for any work that has not occurred. Payment shall be made by the Village within thirty (30) days of receipt of an invoice from the Contractor, unless a longer period is provided in the Scope of Work.

4. **LICENSES AND PERMITS.** The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under this Contract. The Contractor shall possess and keep all licenses and permits valid for the entire duration of the term of the Contract or any renewals thereof and promptly provide evidence of such renewals to the Village as appropriate.

6. **CAPACITY TO PERFORM.** The Contractor, by executing this contract, represents that all equipment and personnel necessary for providing the described services is in working order and available, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

7. **INDEPENDENT CONTRACTOR.** The Contractor shall perform approved services under this Contract as an independent contractor and shall not be considered an agent of the Village nor shall any of the Contractor's employees or agents be subagents of the Village.

8. **INSURANCE.**

a. Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Village as an additional insured, with the exception of the workers compensation insurance and provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

ii. Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

iii. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities

undertaken by Contractor on behalf of the Village under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Village within five (5) business days following the execution of this contract and prior to commencement of any work. The Village shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. The Village shall be included on such certificates of insurance, with the exception of the workers compensation insurance.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Village's immunities or any damage limits applicable to municipal government as provided by law.

b. The Contractor shall also furnish to the Village a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Village.

c. All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance, or suits instituted against the Contractor and/or Village arising out of such accidents shall be reported promptly to the Village Project Manager. So much of the moneys due or to become due the Contractor under this Contract, as may be considered necessary by the Village shall be retained until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished to the Village.

9. OTHER PAYMENTS; EXPENSES; TAXES. The Village will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Village shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Village, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Village for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby. The Village is a non-taxable entity. No sales tax is to be charged by the Contractor to the Village municipal government for supplies or materials furnished in the performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 30042148, a copy of which is available to the Contractor.

10. PERSONNEL, EQUIPMENT AND MATERIALS. The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the services. Precaution shall be exercised at all times for the protection of persons and property during in the Village. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon receipt of written notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, promptly take such measures and provide such means and labor to comply therewith as the Project Manager may reasonably direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the Work, or public and private properties, within 24 hours of receipt of written notice from the Project Manager, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

11. ENGLISH LANGUAGE. The Contractor shall appoint one or more crew members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluently bi-lingual in English and the Contractor's and/or sub-contractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

12. TELEPHONE NUMBERS. The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business days and an emergency number where a representative can be reached at night or on weekends and holidays.

13. MATERIALS. All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, the Contractor shall abide by specific manufacturer instructions and recommendations on use and operation.

14. SUBCONTRACTING. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the work shall include: 1) a description of the work to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be as fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the

Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times the same insurance coverage required herein for the Contractor for negligent acts, errors, and omissions of subcontractors and their employees and the Village shall be named as an additional insured.

15. ASSIGNMENT. This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole discretion. The Contractor shall not assign any monies due or to become due to him hereunder without the prior written consent of the Village.

16. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

17. STANDARDS OF WORK. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the work performed under this Contract is completed in the best way and in the most expeditious and economical manner consistent with the Village's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.

18. ACCEPTANCE AND PAYMENT. The Village will inspect all work in the performance under this Contract for compliance with specifications and in satisfactory condition. Except as provided elsewhere herein or in any addendum hereto, after the work is accepted by the Village, the Contractor shall submit a request for payment.

Acceptance by the Contractor of monthly payment shall operate as a release to the Village and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract during that month.

19. INVOICES. Requisitions for payment shall include a complete description of the services rendered and materials supplied by the Contractor, providing the dates services were rendered.

20. ACCURATE INFORMATION, ACCOUNTING AND AUDIT. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village. The Contractor certifies that all information provided in response to the invitation for bids or that will be provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the Village to terminate the Contract and to pursue any other appropriate remedy.

The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

21. **TERMS AND CONDITIONS.** The terms and conditions of this document govern in the event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless the same is accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

22. **DELIVERY.** All time limits are of the essence. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

23. **DELAYS/EXTENSION OF TIME.** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the Village, or any employee of the Village or by a separate Contractor employed by the Village, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Village, the Village shall decide the extent of any delay and completion time shall be extended for such reasonable time as the Village may decide, in its sole discretion.

All claims for extensions must be in writing sent to the Village within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time, the claim shall be forfeited and invalidated.

24. **TERMINATION FOR CAUSE.** If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the Village Project Manager shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the Village, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the Village within five (5) business days after receipt of such notification, the Village may terminate the contract. If the Contract is so terminated, the Village may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the Village for any cost incurred by the Village thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

25. **TERMINATION FOR CONVENIENCE.** The performance of work or services under this Contract may be terminated in whole or part, upon five (5) business day's written notice when the Village determines, in its sole discretion, that such termination is in its best

interest. The Village shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

26. **SUSPENSION OR STOPPAGE OF WORK.** The Village shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other Village affairs.

The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

27. **CHANGES IN SCOPE OF WORK.** The Village, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in this Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Village Project Manager.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the Village from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the Village Project Manager prior to starting extra work.

The Village Project Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

28. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Village Project Manager. No interpretation shall be considered binding unless provided in writing by the Village Project Manager. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

The Contractor shall not take advantage of any error or omission in the specifications. The Village shall make such corrections and interpretations as may be deemed necessary and such decision shall be final.

29. **GUARANTEE.** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final payment is made. The Contractor guarantees that the items conform to the design and specifications referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent. The Contractor guarantees that to the extent that the Contractor knows, or has reason to know, of the purpose for which the items are intended the items are fit

for such purpose. The guarantee contained herein shall run to each official user and shall remain in full force and effect for two years after initial delivery and acceptance to the Village.

30. **DEFECTIVE SUPPLIES/SERVICE.** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the work shall be found to be defective or damaged before completion of the work and final acceptance by the Village, the Contractor shall make good such defect in a manner satisfactory to the Village, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

31. **LEGAL REQUIREMENTS.** All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

32. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

33. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and this Contract, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

34. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its agents, employees, or subcontractors in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner or the Village.

35. **AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under the Contract shall be decided by the Village Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the Village Manager may be appealed to the Village Board of Managers in accordance with Section 24-41 of the Village Code.

36. **ENFORCEMENT.** If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all costs, including reasonable attorney's fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

37. INDEMNIFICATION OF THE VILLAGE. The Contractor shall indemnify and save harmless the Village, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors.

38. NO LIMITATION OF LIABILITY. The mention of any specific duty or liability of the Contractor in any part of these specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

39. MISCELLANEOUS PROVISIONS. Duties and obligations imposed by the Contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated. The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The Contractor shall not be permitted to do any work which will require the services of any Village employee, official, or agent on Village holidays, Saturdays or Sundays unless otherwise authorized by the Village Project Manager.

40. CONTRACT DOCUMENTS. This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents and are binding upon the Contractor:

- a. Invitation for Bids and all Attachments
- b. Exhibit 1 – Scope of Work
- c. Exhibit 2 – Contractors Final Submitted Bid Sheet dated _____
- d. Required affidavits and certifications
- e. Certificate of Insurance and additional insured endorsement

41. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of interest provisions. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

42. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

43. NOTICES. Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by personal delivery or sent by certified mail, with proper postage affixed and return receipt requested, by electronic

transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

TO VILLAGE: Chevy Chase Village
Attn: Shana Davis-Cook, Village Manager
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

TO CONTRACTOR: _____

44. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

45. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

46. SEVERABILITY: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

47. PROJECT MANAGER. For the purposes of this Contract, the Village Project Manager shall be Ellen Sands, Director of Municipal Operations, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815 - (301) 654-7300 or such other person as may be designated by the Village Manager.

48. WAGE RATES. Effective July 1, 2020 through June 30, 2021, the wage rate payable to contractor and sub-contractor employees performing work under this Contract is \$15.05 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2024, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2021, for each year of the Contract. The standard report form and instructions will be provided by the Village.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR:

CHEVY CHASE VILLAGE

By: _____ (SEAL)

By: _____ (SEAL)
Shana Davis-Cook, Village Manager

Approved as to form and legal sufficiency:

Suellen M. Ferguson, Village Counsel

Exhibit 1

Scope of Work

Exhibit 2

Contractors Final Submitted Bid Sheet dated _____

Required Affidavits and Certifications

Certificate of Insurance

ATTACHMENT D

Bid Sheet

Having carefully examined the Invitation for Bids, Instructions to Bidders, the proposed Contract and **Addenda Numbered** _____, and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or over a contract term, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sums of:

Rate Schedule:

Hydraulic Engineer:	_____	per hour
Traffic Engineer:	_____	per hour
Survey Crew (2-man):	_____	per hour
CADD Technician:	_____	per hour
Project Manager:	_____	per hour
Senior Manager:	_____	per hour
Professional Surveyor:	_____	per hour
Survey Technician:	_____	per hour

* Note: Billable hours shall not include travel time, allowances for training, preparation, maintenance, lunch, rest, equipment breakdowns and the like.

The following Terms and Conditions apply to the bid / contract:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this bid.
- B. The Bidder/Contractor **shall** quote all prices, in both words and figures. In case of a discrepancy between the written words and the figures, the written words shall govern.
- C. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the bid opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

Federal Employer Identification Number
(Or Social Security No. if no FEI No.)

Maryland Employer Identification Number

Individual Principal

Firm Name

In Presence of Witness:

Signature

Address

Telephone Number

Co-Partnership Principal

Firm Name

In Presence of Witness:

Signature

Address

Telephone Number

_____ as to

Partner

_____ as to

Partner

_____ as to

Partner

Corporate Principal

Name of Corporation

Address

Telephone Number

Fax Number

Attest:

Corporate Secretary

President

Printed or Typed Name

AFFIX CORPORATE SEAL

ATTACHMENT E

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

_____(SEAL)

ATTACHMENT F

Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

TO BE SUBMITTED WITH BID

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE
PRETENSES**

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of

_____ (Name of Business Entity) whose address is

_____ and that I possess the legal authority to make this affidavit
on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor

any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws

of any state or federal government, based upon acts committed after July 1, 1981.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to Chevy Chase Village under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Chevy Chase Village may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

ATTACHMENT G

Wage Requirement Certification

Wage Requirements Certification

Each Contractor and subcontractor must certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance.

An employer must comply with the Village’s wage requirements during the initial term of the Contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The Village will inform the contractor of the adjustment to the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.

The Contractor must submit a Wage Requirements Payroll Report on a yearly basis, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

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

Provide in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the Montgomery County Wage Requirements Law:

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

I, _____, do hereby certify that _____, and any and all of its subcontractors that perform services,

(Name of Bidder)

if awarded the contract with the Village, will pay the minimum wage as calculated by the Village pursuant to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title	
Typed/printed name		Date	

ATTACHMENT H

Map of Chevy Chase Village

