



MAYOR AND COUNCIL

Meeting No. 04-24
Monday, February 26, 2024 - 7:00 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Any person who requires assistance in order to attend a City meeting should call the ADA Coordinator at 240-314-8108.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Virtual Speakers

Virtual Speakers should follow the instructions in the Agenda Center at www.rockvillemd.gov/AgendaCenter as written on page 1 of the Agenda Packet.

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak before virtual speakers.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, and Verizon cable channel 11, and livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov by no later than 10:00 a.m. on the date of the meeting.
- All written comments will be acknowledged by the Mayor and Council at the meeting and added to the agenda for public viewing on the website.

If you wish to participate virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, the Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than noon on the day of the meeting.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00am on the day

of the meeting.

3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than 6:40 p.m. (approximately 20 minutes before the actual meeting start time).
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.
7. Participate (by phone or computer) in the optional Webex Orientation Question and Answer Session at 4 p.m. the day of the meeting, for an overview of the Webex tool, or to ask general process questions.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Shaw)

The next scheduled Drop-In Session will be held by phone on Monday, March 4 from 5:30-6:30 p.m. with Mayor Ashton and Councilmember Shaw. Please sign up by 10 a.m. on the meeting day using the form at: <https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene -7:00 PM**
2. **Pledge of Allegiance**
3. **Agenda Review**
4. **City Manager's Report - 7:05 PM**
5. **Proclamation and Recognition - 7:15 PM**
 - A. Certificate of Recognition Honoring the Richard Montgomery High School Varsity Volleyball Team
 - B. Proclamation declaring February 29, 2024, as Rare Disease Day.
 - C. Proclamation declaring March 2023, as Women's History Month
6. **Boards and Commissions Appointments and Reappointments - 7:30 PM**
 - A. Mayor and Council will appoint and reappoint the following members to the Boards and Commissions
7. **Community Forum -7:40 PM**

Any member of the community may address the Mayor and Council for 3 minutes during Community Forum. Unless otherwise indicated, Community Forum is included on the agenda for every regular Mayor and Council meeting, generally between 7:00 and 7:30 pm. Call the City Clerk/Director of Council Operation's Office at 240-314-8280 to sign up to speak in advance or sign up in the Mayor and Council Chamber the night of the meeting.
8. **Presentations - 8:00 PM**

A. Police Statistical Overview**9. Consent Agenda - 8:20 PM**

- A.** Approve the Purchase of One Rear Load Refuse Truck from THC Enterprises, Inc., DBA Mid Atlantic Waste, of Easton, MD, in the Amount of \$296,843.80 in Accordance with the Terms and Conditions of the Cooperative Purchase Sourcewell Contract #091219-THC
- B.** Award the purchase of One Medium Duty Dump Truck with Snowplow and Material Spreader from Lindsay Ford, of Wheaton, Maryland, in the Amount of \$104,034, consistent with the Terms and Conditions of the Competitive Procurement for Vehicles from Montgomery County Contract #1114498
- C.** Award and Authorize the Acting City Manager to Execute a Rider Agreement with Cintas Corporation, No. 2, LLC with its principal office in Cincinnati, Ohio for an initial amount not-to-exceed \$175,000 for Facilities Management Products and Solutions for a term through October 31, 2024, with authority for the Purchasing Agent to exercise three one-year renewal options through October 31, 2027, subject to annual appropriations by the Mayor and Council.
- D.** Authorization for the City Manager to Sign an Agreement with Maryland Department of Transportation for the FY 2024 Transportation Alternatives Program Grant
- E.** Award a contract, in the amount of \$268,591, in the form of a purchase order, to THC Enterprises, Inc., d/b/a Mid Atlantic Waste Systems, of Easton Maryland, for the purchase of one leaf collection truck, known as a Pac Mac truck-mounted leaf vac, consistent the Virginia Sheriff's Association Cooperative Purchase Contract #24-05-0713

10. Public Hearing - NONE**11. Introduction, Discussion and Instruction, Possible Adoption - 8:25 PM**

- A.** Community Engagement and Outreach
- B.** Consideration of 2024 State Legislation

12. Other - NONE**13. Mock Agendas - 9:55 PM**

- A.** Mock Agendas

14. Old/New Business - 10:00 PM**15. Adjournment - 10:15 PM**

The Mayor and Council Rules and Procedures and Operating Guidelines establish procedures and practices for Mayor and Council meetings, including public hearing procedures. They are available at: <http://www.rockvillemd.gov/mcguidelines>.



MAYOR AND COUNCIL Meeting Date: February 26, 2024
Agenda Item Type: PROCLAMATION AND RECOGNITION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: JUDY PENNY

Subject

Certificate of Recognition Honoring the Richard Montgomery High School Varsity Volleyball Team

Recommendation

Staff recommends Mayor and Council read and present to Richard Montgomery High School Coach Gretchen Barber-Strunk, Assistant Coach, Rebecca, and Girls Varsity Volleyball team.

Discussion

On Saturday, November 18, 2023, Richard Montgomery High School's Girls Varsity Volleyball team played Leonardtown High School in the finals at the Maryland Class 4A State Championship and won 3 sets to 1.

This is a historic win for Richard Montgomery as it is their first ever State Title in Girls Varsity Volleyball since the Maryland Public Secondary Schools Athletic Association (MPSSAA) began organizing state tournament play in 1975. This season also saw the team win their Regional Title, which is the first time it's happened since 2011.

The following team members Casey Bradley, Ema, and Ana Djordjevic, Catie Chung, Hadley Mongan, Carly Nunez, Erin Kaluziensi, Bella Brennan, Saesha Dhote, Emma Sotomayor, Caroline Kaye, Amy Ye, Ellie Mitchell, Corinne Howard, and Alicia Nguyen, led by Head Coach, Gretchen Barber-Strunk and Assistant Coach, Rebecca Garrigues.

The City of Rockville Mayor and Council congratulates Richard Montgomery High School's Girls Varsity Volleyball team on their successful season and monumental win. We wish for continued success for the team's upcoming season!

Attachments

Richard Montgomery Girls Varsity Volleyball - Certificate of Recognition.docx



The Mayor and Council – City of Rockville, Maryland

CERTIFICATE OF RECOGNITION

Richard Montgomery High School Girls Varsity Volleyball Team

The Mayor and Council of Rockville, Maryland, congratulates the Richard Montgomery High School Girls Varsity Volleyball Team on their historic win at the Maryland Class 4A Championship. We recognize and thank the players, the Head Coach, and the Assistant Coach for their outstanding performance in winning Richard Montgomery's first ever State Title for Girls Varsity Volleyball. We wish you much success for the rest of your high school journey and beyond!



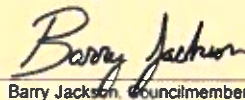
Monique Ashton, Mayor



Kate Fulton, Councilmember



Izola (Zola) Shaw, Councilmember



Barry Jackson, Councilmember



Marissa Valeri, Councilmember



David Myles, Councilmember



Adam Van Grack, Councilmember

February 26, 2024



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: JUDY PENNY

Subject

Proclamation declaring February 29, 2024, as Rare Disease Day.

Department

City Clerk/Director of Council Operations

Recommendation

Staff recommends Mayor and Council read and approve the proclamation.

Discussion

A disease is rare when it affects less than 200,000 people in the country, and in the United States there are about 7,000 rare diseases and conditions that impact between 25 and 30 million Americans.

Founded by Rare Diseases Europe (EURORDIS) in 2008, the awareness event was created to bring attention to rare diseases as a public health concern. In 2009, EURORDIS partnered with the National Organization for Rare Disorders (NORD) to bring the event to the United States and propel an international campaign that shines light on rare diseases and health equity to all that live with them.

Many of these diseases are debilitating conditions that have a significant impact on the lives of those affected. Not only are these people impacted, but their families also face the difficulties of diagnosis delays, finding a medical expert, and lack of access to treatments. While more known diseases gain more sympathy and resources towards treatments, the families of rare disease victims live through the burden of also trying to raise public awareness.

While more than 450 drugs and biologics have been approved for the treatment of rare diseases according to the Food and Drug Administration (FDA), millions of Americans still fight forms of rare diseases for which there are no approved treatments.

With nearly 1 in 10 Americans having some kind of rare disease, this issue is one that affects thousands of residents of Maryland. On this Rare Disease Day, it is encouraged to the City of Rockville community to learn more about rare diseases through resources such as EURORDIS and NORD, and to spread awareness.

Attachments

Rare Disease Day - Feb, 26, 2024



WHEREAS, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health (NIH); and

WHEREAS, while each of these diseases may affect small numbers of people, rare diseases as a group affect almost 30 million Americans; and

WHEREAS, many rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected; and

WHEREAS, while more than 450 drugs and biologics have been approved for the treatment of rare diseases according to the Food and Drug Administration (FDA), millions of Americans still have rare diseases for which there is no approved treatment; and

WHEREAS, individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatments; and

WHEREAS, while the public is familiar with some rare diseases such as "Lou Gehrig's disease" and sympathetic to those affected, many patients and families affected by less widely known rare diseases bear a large share of the burden of funding research and raising public awareness to support the search for treatments; and

WHEREAS, thousands of residents of Maryland are among those affected by rare diseases since nearly one in 10 Americans have rare diseases.

NOW, THEREFORE, the Mayor and Council of Rockville do hereby proclaim February 29, 2024, as Rare Disease Day, and encourage the Rockville community to learn more about rare diseases through resources such as the National Organization for Rare Disorders (NORD).



Monique Ashton
Monique Ashton, Mayor

Kate Fulton
Kate Fulton, Councilmember

Izola (Zola) Shaw
Izola (Zola) Shaw, Councilmember

Barry Jackson
Barry Jackson, Councilmember

Manissa Valeri
Manissa Valeri, Councilmember

David Myles
David Myles, Councilmember

Adam Van Grack
Adam Van Grack, Councilmember

February 26, 2024



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: JUDY PENNY

Subject

Proclamation declaring March 2023, as Women's History Month

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends Mayor and Council read and present the proclamation to Rebecca Murphy, on behalf of the Human Rights Commission.

Discussion

Women's History Month has gone through different iterations, dating back to International Women's Day in 1911. Laura Shaw Murra, who took the name Laura X as a rejection of men's legal ownership of women and the anonymity of women's history, organized a march in Berkeley, California on this day in 1969. Later, in 1978, The Education Task Force of the Sonoma County Commission on the Status of Women organized Women's History Week. These efforts and a successful lobby for national recognition led to President Jimmy Carter issuing a Presidential Proclamation declaring the week of March 8th as National Women's History Week in 1980. It wasn't until 1987 that Congress passed Public Law 100-9, designating March as National Women's History Month.

This month is a celebration to honor the women of various backgrounds who have been leaders in movements, contributed to the arts and sciences, served in military, medical, educational, and political roles, and to those in parenthood. Women have and continue to play a critical economic, cultural, and social role in every sphere of life inside and outside the home.

Despite their contributions, the role of women has been consistently overlooked and undervalued in the literature, teaching, and study of history. They continue to work to break barriers and stereotypes that keep them from successfully rising to the top of organizations and achieving the highest pay scale. There have been many women throughout history who represented this, including Rosa Parks who became a leader in the Civil Rights Movement and led to the legal end of segregation, Ruth Bader Ginsburg who became the first Jewish woman to be appointed to the Supreme Court, Malala Yousafzai who fought for young women's rights to education in Pakistan, and Greta Thunberg who challenged world leaders to take action against climate change.

Here in the City of Rockville, we urge everyone to celebrate the accomplishments of all the women in their lives.

Attachments

Women's History Month Proclamation - 2024.docx



WHEREAS, women of various backgrounds have been leaders in movements that include the fight for emancipation, women's suffrage, civil rights, and peace; and

WHEREAS, women have contributed to the arts, sciences, the military, medical fields, teaching and politics, while in many cases maintaining the balance between parenthood and employment; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of life locally, nationally, and world-wide by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, the list of women's firsts travels a timeline and includes, but is not limited to, women like Susan B. Anthony, for her prominent role in the Women's Suffrage Movement; Madam CJ Walker, first self-made woman millionaire entrepreneur; Shirley Chisholm, first Black woman elected to the US Congress; Sally Ride, first female NASA astronaut; Madeleine Albright, first Female US Secretary of State; Jen Welter, first female NFL Coach; Kamala Harris, first woman US Vice President; Aruna Miller, First Woman of Color Lieutenant Governor of Maryland; Ilhan Omar and Rashida Tlaib, the first Muslim women elected to Congress; Greta Thunberg, the youngest person ever to be Time Magazine's Person of the Year; Deb Haaland, the first Native American woman to be elected to Congress and serve in a Presidential Cabinet; Ketanji Brown Jackson, the first Black woman Supreme Court Justice, and Viola D. Hovsepian, the first woman Mayor of the City of Rockville; and

WHEREAS, women impact the United States of America, the State of Maryland, and the City of Rockville holding leadership roles in government, non-profit organizations, and private industry; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued in the literature, teaching and study of history; and

WHEREAS, women continue to work to break barriers and stereotypes that keep them from successfully rising to the top of organizations and achieving the highest pay scale.

NOW, THEREFORE, the Mayor and Council of the City of Rockville do hereby proclaim the March 2024 as National Women's History Month and urge everyone to celebrate the women in their lives.



 Kate F. Lutz, Councilmember	 Monique Ashton, Mayor
 Barry Jackson, Councilmember	 Izola (Zola) Shew, Councilmember
 David Myles, Councilmember	 Marissa Valeri, Councilmember
	 Adam Van Grack, Councilmember

February 26, 2024



MAYOR AND COUNCIL Meeting Date: February 26, 2024
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: JUDY PENNY

Subject

Mayor and Council will appoint and reappoint the following members to the Boards and Commissions

Recommendation

The Mayor puts forth the following nominations for membership to the Boards and Commissions for confirmation by the Councilmembers.

Community Policing Advisory Board

Michael Zuckman – New appointment to serve a three-year term until March 1, 2027

Cultural Arts Commission

Therese Capal – Reappointment to service a three-year term until February 1, 2027

Anna-Maria Van – New appointment to service a three-year term until March 1, 2027

Maimbolwa Mwilima – New appointment to serve an unexpired three-year term until October 1, 2025

Planning Commission

Meng Sun – New appointment to serve an unexpired three-year term until February 1, 2026

Rockville Housing Enterprises (RHE)

Kapres Meadows – New appointment to serve an unexpired three-year term until May 1, 2025

Mayela Ngimbi – New appointment to serve a three-year term, as tenant representative, until February 1, 2025

Attachments



Subject

Police Statistical Overview

Department

Police

Recommendation

Staff recommends that the Mayor and Council receive the overview.

Discussion

The Rockville City Police Department uses data to deploy personnel and address criminal activity in the City of Rockville. The evaluation of data can also determine if efforts are being effective. Recently, the Montgomery County Department of Police re-deployed personnel assigned to the Rockville District to other areas of Montgomery County. This has left parts of the city that once had dual police coverage between the RCPD and the Montgomery County Department of Police to be policed solely by the RCPD. Montgomery County Department of Police will still respond to assist in the event of a high priority call for service, such as in progress or life-threatening criminal acts. This has left the Rockville City Police Department to handle 88% of the police calls for service in the City of Rockville as of January 2024. In comparison, the RCPD was handling 71% of the police calls for service during the same time in January 2018. The data impacted during the COVID pandemic, which is why the comparison was made using data from 2018.

Thefts of automobiles and thefts from automobiles remain one of the highest reported criminal offenses in the region and across the nation. The RCPD noted an increase in theft of automobiles by 69 from 2022 to 2023, an increase of 68%. Thefts from automobiles were up by 19 from 2022 to 2023, an increase of 2%. The most noteworthy change in crime reporting was Carjackings. Carjackings have been on the rise, locally, regionally, and nationally. As reported in a recent Police Executive Research Forum (PERF) Carjacking forum, many local agencies saw an increase in carjackings from 2022 to 2023. The City of Rockville had 8 Carjackings reported in 2022 and 3 reported in 2023, which is a 68% decrease. The RCPD has taken a proactive stance during 2022 and 2023 by increasing high visibility police patrols within the City of Rockville. Other criminal offenses in the City of Rockville that decreased from 2022 to 2023 were: homicides (down 100%), assaults (down 8%), sexual assaults (down 28%), fraud (down 19%), narcotics (down 19%), and weapons offenses (down 4%). This data is captured on the attachments.

Traffic collisions within the City of Rockville during the COVID pandemic were much lower as there was less traffic on local roadways. The number of traffic collisions post-pandemic are lower than they were pre-pandemic. The same is true for traffic enforcement data. During 2023

the RCPD added an additional officer to the Traffic Enforcement Unit, which has increased visibility and enforcement.

The RCPD is tasked with policing the City of Rockville with little support from allied agencies. This is occurring while recruitment efforts are ongoing to fill existing vacancies. For every additional 1000 calls for police service the RCPD handles per month, response time increases by 9 minutes. This is calculated from the time the police call for service is entered into the computer aided dispatch (CAD) system until the RCPD officers arrive on scene.

A bill to fund 6 new police officers' positions is currently under consideration by the Montgomery County Council. The current RCPD staffing level is 64 of sworn police officers out of 67 authorized. We expect 3 contingent offers of employment extended to 3 police officer applicants in the next week and 1 sworn police officer departure in the next 30 days.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Next Steps

Staff will respond to any M&C questions that are not addressed during the presentation.

Attachments

RCPD Data.pptx



Police Statistical Overview

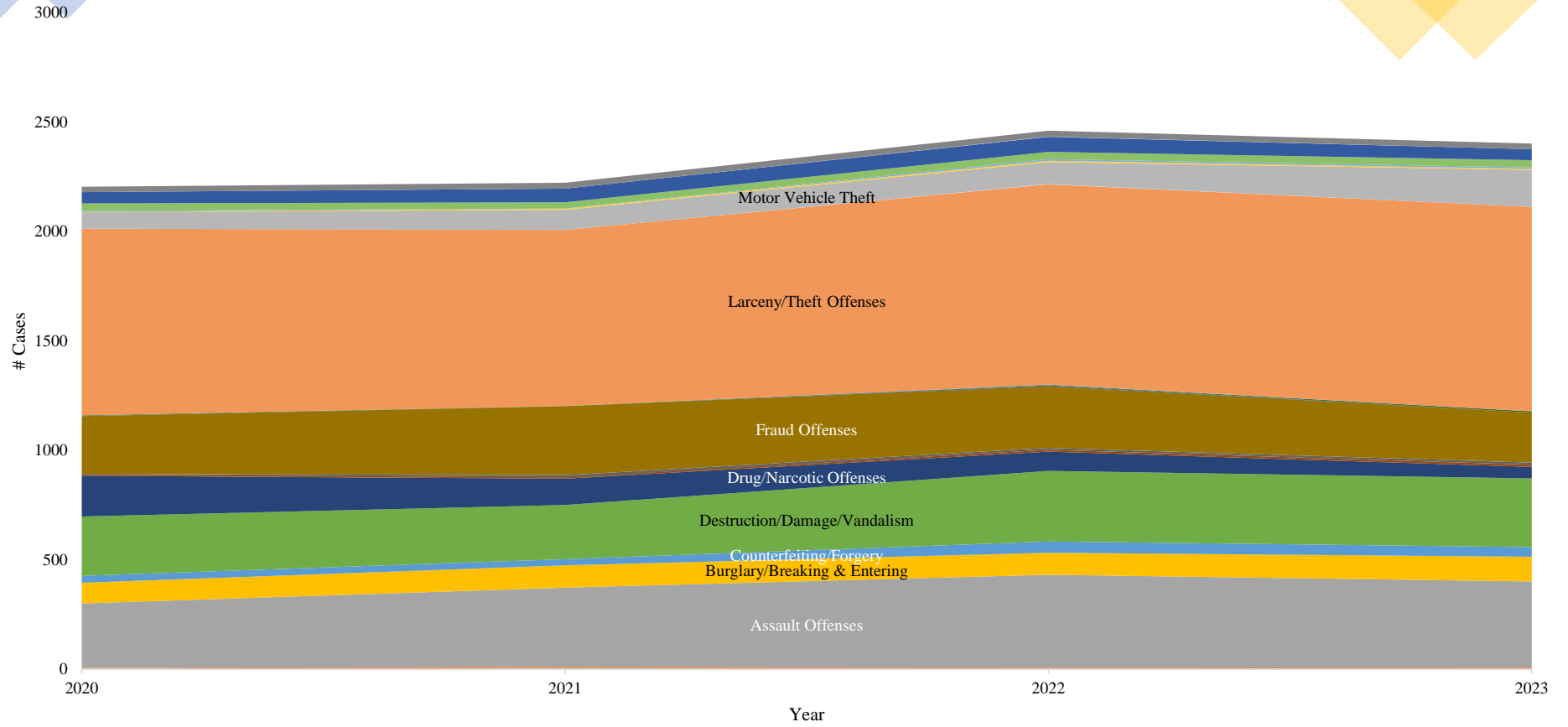


Reported by the National Incident-Based Reporting System (NIBRS)
offenses in Rockville

	2020	2021	2022	2023
Persons	351	425	501	448
Assault Offenses	295	362	424	392
Homicide Offenses	2	0	3	0
Human Trafficking Offenses	2	1	3	6
Kidnapping/Abduction	0	0	1	0
Sex Offenses	52	62	69	50
Sex Offenses, Nonforcible	0	0	1	0
Property	1636	1640	1831	1862
Arson	4	6	6	5
Burglary/Breaking & Entering	95	102	101	113
Counterfeiting/Forgery	31	29	51	44
Destruction/Damage/Vandalism	272	247	323	315
Embezzlement	6	5	9	9
Extortion/Blackmail	3	10	9	10
Fraud Offenses	263	316	282	228
Larceny/Theft Offenses	854	805	916	935
Motor Vehicle Theft	74	92	101	170
Robbery	34	28	33	33
Society	217	157	129	92
Animal Cruelty	0	3	0	2
Drug/Narcotic Offenses	186	121	88	53
Pornography/Obscene Material	2	4	6	4
Prostitution Offenses	5	2	8	7
Weapon Law Violations	24	27	27	26
Grand Total	2,204	2,222	2,461	2,402

Carjacking	
2021	3
2022	8
2023	3

Reported Group A NIBRS offenses in Rockville



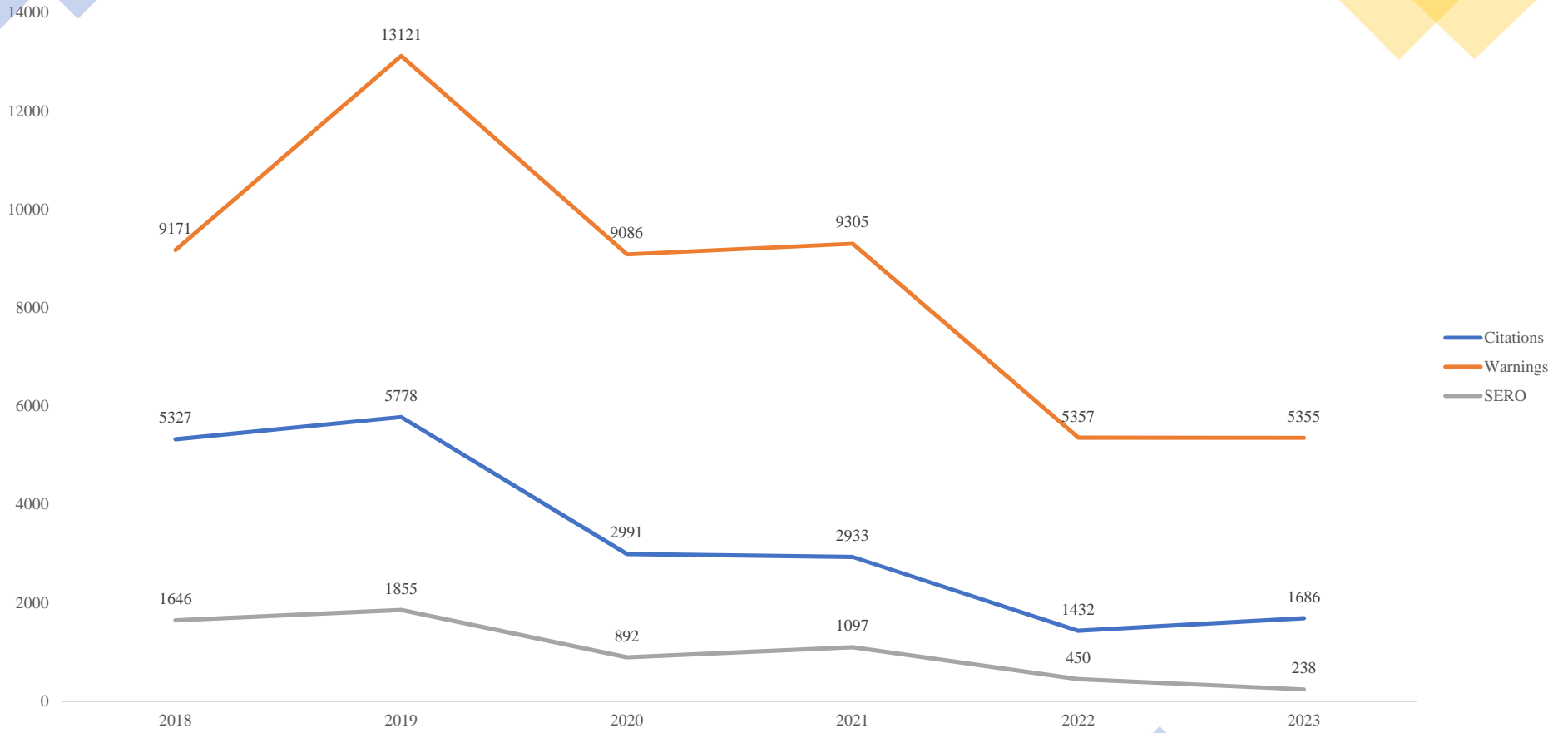
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Traffic collisions within Rockville



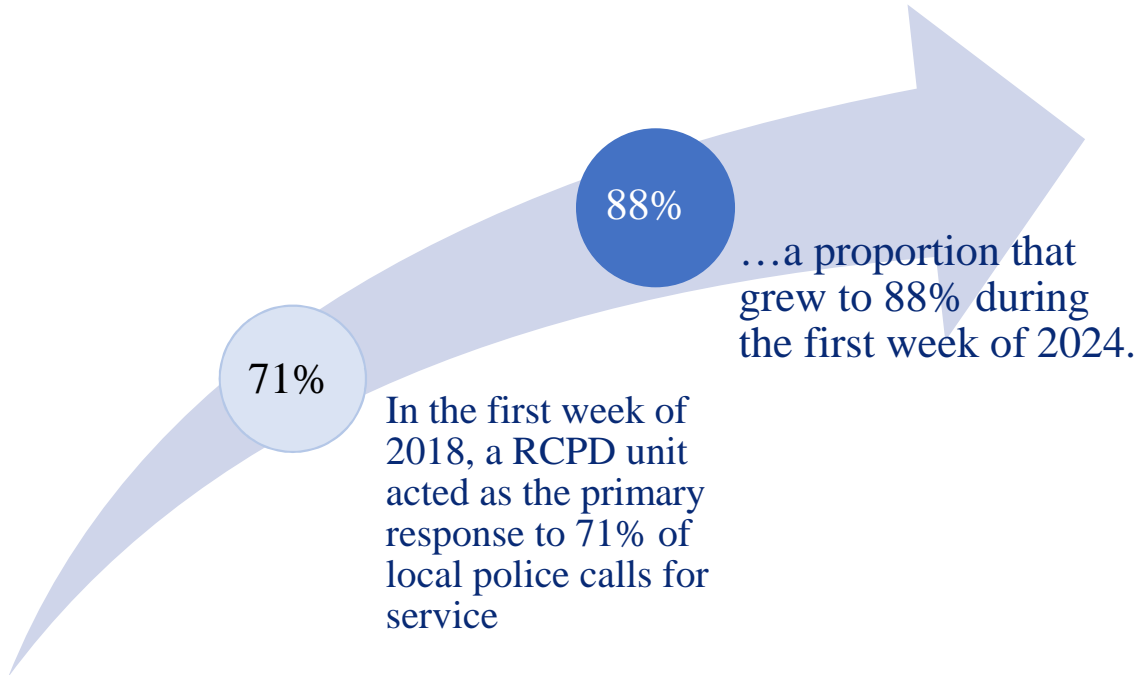
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Annual traffic enforcement actions, RCPD



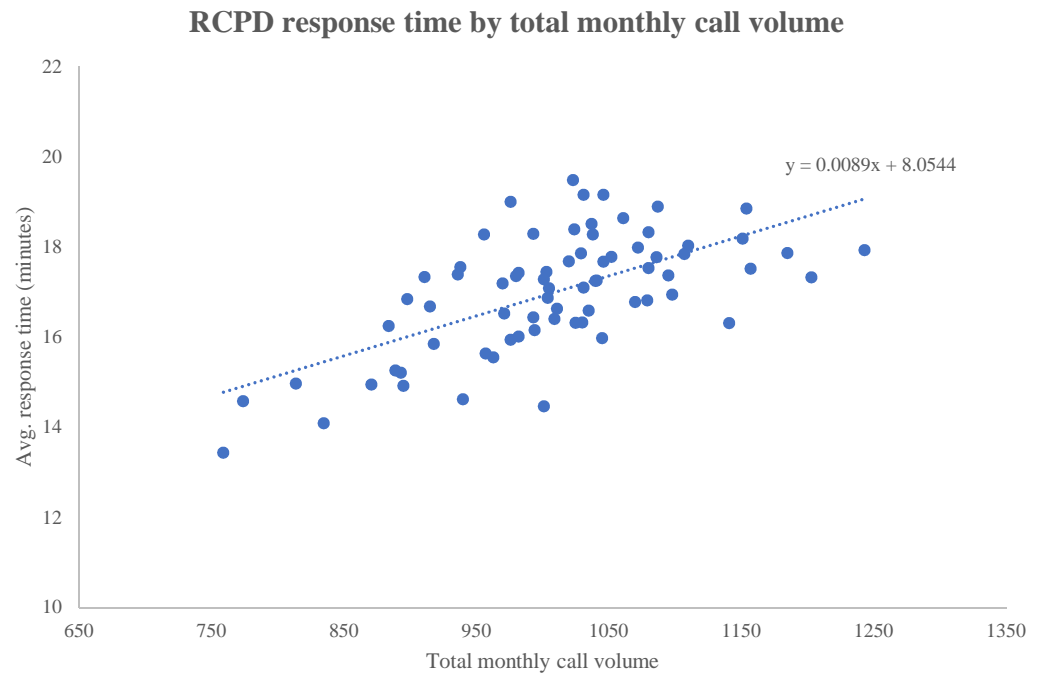
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Rockville City Police has handled a growing share of local calls.



Effect of call volume on police response time

On average, for every additional 1,000 calls dispatched to police per month, officers arrive 9 minutes slower





MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: CONSENT

Department: PW - FLEET SERVICES

Responsible Staff: KEITH VOGEL

Subject

Approve the Purchase of One Rear Load Refuse Truck from THC Enterprises, Inc., DBA Mid Atlantic Waste, of Easton, MD, in the Amount of \$296,843.80 in Accordance with the Terms and Conditions of the Cooperative Purchase Sourcewell Contract #091219-THC

Department

PW - Fleet Services

Recommendation

Staff recommends that the Mayor and Council approve the purchase of one rear load refuse truck from THC Enterprises, Inc., DBA Mid Atlantic Waste, of Easton MD, in the amount of \$296,843.80 in accordance with the terms and conditions of the Cooperative Purchase Sourcewell Contract #091219-THC.

Discussion

Mayor and Council approved the funding for the replacement of one rear loader refuse truck in the Fiscal Year ("FY") 2024 Adopted Operating Budget (Attachment A). The rear load refuse truck is the main vehicle used in the collection of household trash and recycling products by the City's Environmental Management Division's Recycling and Refuse crews.

Per Resolution 02-22, Transition the City On-Road Fleet to Cleaner and More Efficient Fuel Sources, staff evaluated alternatives for this vehicle replacement. The conversion of this heavy-duty refuse truck to electric is not feasible at this time due to the unavailability of a model that has demonstrated performance to meet the City's 10-hour duty cycle. Additionally, the electrification of heavy-duty fleet vehicles requires significant upgrades to the Rothgeb Maintenance Facility to support charging. The City is currently focused on Phase I of the Electric Vehicle Infrastructure CIP (GA23), which focuses on providing EV charging infrastructure to support the light duty fleet. Planning for the heavy-duty fleet will not begin until FY 2025, which is after this vehicle is anticipated to be placed into service. Staff will continue to monitor the market for available clean fuel and hybrid models that may be suitable for the heavy-duty refuse fleet.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Sourcwell (formerly known as NJPA-National Joint Powers Alliance) is a national cooperative with more than 50,000 member agencies throughout the United States. Sourcwell has over 40 years of service helping government, education, and nonprofit agencies operate more efficiently, seeking quality products and services for the best possible price. National cooperatives, like Sourcwell, with their competitively solicited contract processes, are considered to be fair and reasonable contracting vehicles, providing government agencies with quality goods and services at equitable cost. The City has been a member of Sourcwell since approximately 2010 and has previously utilized Sourcwell contracts for various products and services.

In accordance with Rockville City Code, Section 17-71(b), Cooperative Procurement, the City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided to other State or local governments or agencies thereof, who have arrived at those terms through a competitive procurement procedure similar to the procedures used by the City.

In accordance with Rockville City Code, Section 17-38, except for the purchase of goods and equipment, formal written contracts signed by the City Manager and the contractor shall be required for procurements exceeding thirty thousand dollars (\$30,000.00), including requirements contracts estimated to exceed thirty thousand dollars (\$30,000.00) in any given fiscal year.

Since this purchase is for equipment only, a formal contract executed by the Contractor and the City Manager is not required. Rockville City Code, subsection (b) of Sec. 17-37 authorizes the purchasing agent to use purchase orders for the routine purchase of goods, services, insurance, and construction. Therefore, a purchase order will be issued. The purchase order incorporates the terms and conditions of the Sourcwell Contract applicable to this purchase. The purchase order is attached as Attachment B and the Sourcwell contract is provided as Attachment C.

Mid Atlantic Waste is a non-Minority, Female, Disabled, or Veterans (non-MFD-V) business.

To view all contract documents, click the link below:

<https://www.swisstransfer.com/d/e4fdfd51-09a0-4e99-8005-f8e47f59380e>

Fiscal Impact

The FY 2024 Adopted Budget includes \$292,900 in the Refuse Fund for the replacement of this truck. There is sufficient funding in the Refuse Fund (230-850-0803-0431) for this purchase. The remaining \$3,943.80 is provided through funds in the account as all planned vehicle replacements for the year have not yet occurred.

Next Steps

Upon Mayor and Council approval, the Procurement Division will issue a Purchase Order to Mid Atlantic Waste for the purchase of one rear load refuse truck.

Attachments

ATTACHMENT A - FY24 Fleet Replacement Schedule, ATTACHMENT B _ DRAFT PO 850-012940281 THC -REAR LOADER - AGENDA 23-0545, ATTACHMENT C - Sourcewell Heil Contract 091219



Fleet Replacement Schedule

The city's Fleet Services Division continually monitors and maintains the city's fleet to ensure maximum useful life. Staff review the fleet each year and recommend replacement for vehicles meeting specific age, mileage, meter hours, condition, and usefulness criteria. When possible, vehicles will be reassigned within or between departments in order to maximize full unit life under the replacement criteria. Factors such as serviceability and technological life are also taken into consideration when making recommendations for replacement. The Fleet Services Division is responsible for ensuring that vehicles acquired are equipped with available features intended to enhance safety for motorists, pedestrians, and bicyclists in accordance with the Vision Zero Action Plan.

The vehicles shown below are scheduled for replacement in FY 2024. The FY 2024 budget also includes funding to lease (in lieu of replacing) an additional 41 vehicles as part of the lease program that began in FY 2020, bringing the total number of leased vehicles to 170. In support of the city's Climate Action Plan, staff anticipates that 25 of the vehicles acquired in FY 2024 will be electric.

Fund	Dept	Unit	Est. Cost
General	PW	Light Duty Dump Truck	\$120,000
General	R&P	Medium Duty Dump Truck	\$120,000
General	PW	Heavy Duty Dump Truck	\$220,000
General	R&P	Heavy Duty Dump Truck	\$220,000
General	PW	Tandem Axle Dump Truck	\$255,000
General	PW	Roller	\$32,000
General	R&P	Mini Track Loader	\$40,500
General	CMO	Forklift	\$42,410
General	PW	Concrete Saw	\$13,000
General	R&P	Tow Behind Chipper	\$125,000
General	PW	Sweeper Attachment	\$10,000
General	PW	Light Duty Saltbox	\$9,000
General	PW	Heavy Duty Saltbox	\$16,000
General	PW	Medium Duty Plow	\$7,000
General	PW	Heavy Duty Plow	\$16,000
Sewer	PW	Utility Truck	\$203,650
Sewer	PW	Truck-Mounted Compressor	\$15,920
Refuse	PW	25-yard Automated Leaf Truck	\$222,860
Refuse	PW	Rear Load Packer	\$292,900
SWM	PW	Mini Excavator	\$88,080
TOTAL for Planned Vehicle Purchases:			\$2,069,320



Purchase Order

City of Rockville
Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573
PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref: PO Number:
PO 850 0129240281

Purchase Order Date:
[]

Vendor Number: VC0000102097

Phone:

Email:

Contractor Address (Mail To):

THC ENTERPRISES, INC.
10641 CORDOVA ROAD

EASTON, MD 21601

SHIP TO: Fleet Services
Fleet Services
14625 Rothgeb Drive
Rockville, MD 20851
ATTN: Keith Vogel

Contract Number: DRAFT **Proc. Type:** Purchase Order
Version Number: 1 **Comment:**
Delivery Date: **Confirmation:** No

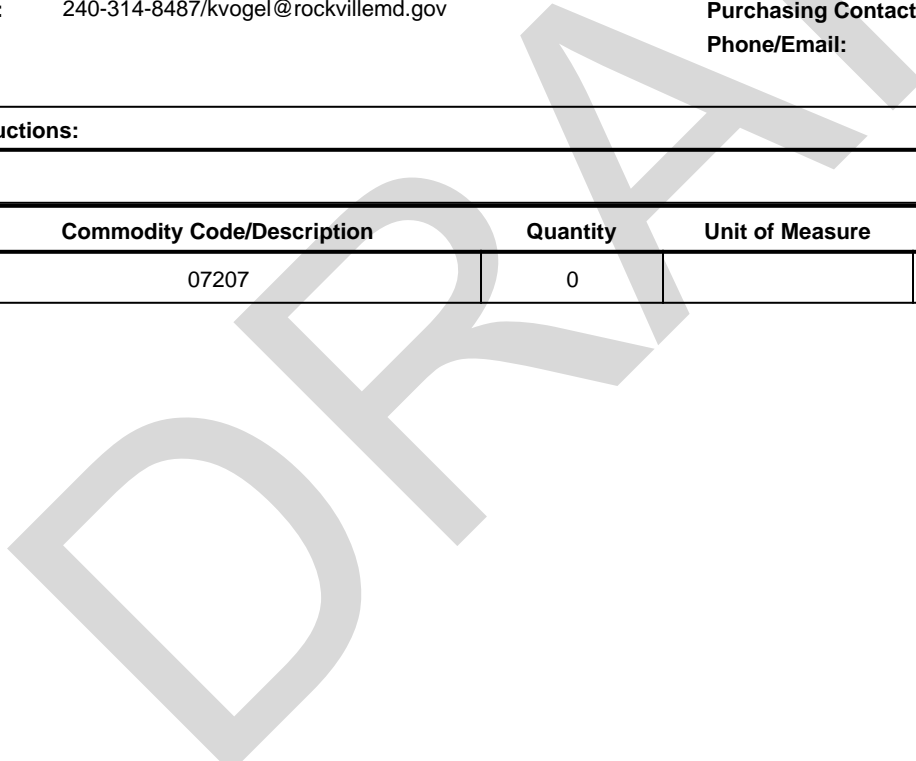
BILL TO: Fleet Services
Fleet Services
14625 Rothgeb Drive
Rockville, MD 20851

Contact Name: Keith Vogel
Phone/Email: 240-314-8487/kvogel@rockvillemd.gov
FOB:

Grand Total Amount: **\$296,843.80**
Purchasing Contact: Regina Washington
Phone/Email: 240-314-8431/rwashington@rockvillemd.gov

Special Instructions:

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
1	07207	0		\$0.00	\$296,843.80





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Purchase Order Date:

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
Class 7 Trucks (26,001 - 33,000 lb. GVWR)					
AWARD TO THC ENTERPRISES, INC., dba MID ATLANTIC WASTE OF EASTON, MD. PER SOURCEWELL CONTRACT #091219-THC AND QUOTE#RSSQ40319.					
THC POC: JOSEF LINDSEY; TEL: 800-338-7274.					
VEHICLE DEALER DOCUMENTATION AND PREPARATION					
EACH ORDERED VEHICLE SHALL BE DELIVERED WITH THE FOLLOWING DOCUMENTS:					
1. TEMPORARY REGISTRATION AND TAGS,					
2. A MILEAGE STATEMENT					
3. CERTIFICATE OF ORIGIN					
4. AN INVOICE FOR THE VEHICLE(S) STATING ALL CHARGES					
5. AN APPLICATION FOR TITLE IN MARYLAND SIGNED BY THE DEALER, AND FILLED OUT AS FOLLOWS:					
APPLICANT'S NAME: MAYOR AND COUNCIL OF ROCKVILLE					
ADDRESS: 111 MARYLAND AVE. ROCKVILLE, MD. 20850					
SOUNDEX NUMBER: Z-975-000-351-460					
INSURANCE CO.: LOCAL GOVERNMENT INSURANCE TRUST					
POLICY NO.: 0094					
AGENT: LOCAL GOVERNMENT INSURANCE CLAIMS					
CLASS OF TAG: LG (LOCAL GOVERNMENT)					
IMPORTANT: MARYLAND DEALER'S CERTIFICATION MUST BE COMPLETED IN FULL OR THE VEHICLE CANNOT BE ACCEPTED BY THE CITY OF ROCKVILLE.					
6. A CERTIFICATE SHOWING THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION SHALL BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REP OF MANAGEMENT.					
7. EACH VEHICLE SHALL CONTAIN APPROPRIATE FUEL UPON DELIVERY AS SET FORTH BELOW.					
8. ALL DEALER IDENTIFICATION SHALL BE REMOVED FROM THE VEHICLE PRIOR TO DELIVERY.					
9. CONTACT MR. KEITH VOGEL, FLEET MANAGER, AT 240.314.8487 WITH NOTIFICATION OF THE EXPECTED DELIVERY DATE AT LEAST 24 BUSINESS HOURS PRIOR TO DELIVERY.					
DELIVERY INSTRUCTIONS FOR VEHICLES & HEAVY EQUIPMENT: THE CITY WILL ONLY ACCEPT DELIVERY IF ALL APPLICABLE DOCUMENTATION IS INCLUDED WITH THE EQUIPMENT. THE CITY WILL NOT ACCEPT EQUIPMENT DELIVERED WITHOUT DOCUMENTATION AND WILL WITHHOLD PAYMENT UNTIL REQUIRED DOCUMENTATION IS RECEIVED:					
1. AAMVA RECOMMENDED UNIFORM CERTIFICATE OF ORIGIN, CONFORMING TO MARYLAND LAW.					
2. APPLICATION FOR CERTIFICATE OF TITLE (FORM VR-5); SECTION 2 AND 4 COMPLETED BY SELLER.					
3. WARRANTY REGISTRATION DOCUMENTS WITH MAKE/MODEL/SERIAL NUMBERS FILLED IN WARRANTY FOR THIS VEHICLE 5 YEARS PER CONTRACT AND QUOTE.					
4. MILEAGE STATEMENT					
5. MARYLAND STATE INSPECTION CERTIFICATE (FORM MSP-2363), IF REQUIRED.					
6. ASSIGNMENT OF CERTIFICATE OF ORIGIN AND TITLE APPLICATION, IF APPLICABLE, MUST BE AS FOLLOWS:					
MAYOR AND COUNCIL OF ROCKVILLE					
111 MARYLAND AVENUE					
ROCKVILLE, MD 20850					
EQUIPMENT MUST BE COMPLETELY ASSEMBLED, THOROUGHLY TESTED, AND READY FOR OPERATION UPON DELIVERY. EQUIPMENT MUST BE PROPERLY SERVICED, CLEANED, WASHED, FULLY FUELED, AND IN ORIGINAL EQUIPMENT MANUFACTURER OPERATING CONDITION. ALL RECOMMENDED LUBRICATION, ADJUSTMENT OF MECHANISMS, AND OPERATION OF ALL MECHANICAL, HYDRAULIC, AND ELECTRICAL FEATURES AND SYSTEMS MUST BE INCLUDED IN DELIVERY. ADDITIONALLY, DEALER MUST GIVE TO THE CITY THE PARTS, SERVICE, REPAIR, LUBRICATION, WIRING, HYDRAULIC DIAGRAM, AND PNEUMATIC DIAGRAM INFORMATION IN THE MOST CURRENT MEDIA AVAILABLE, PREFERABLY WEB-BASED, FOR THE PRICE LISTED ON THE PURCHASE ORDER. INSTRUCTIONS TO ACCESS SUCH INFORMATION MUST BE PROVIDED AT DELIVERY. CITY WILL NOT ACCEPT UNITS DELIVERED WITHOUT THE REQUIRED INFORMATION AND INSTRUCTION.					
WARRANTY. VENDOR WARRANTS THAT ALL EQUIPMENT, PRODUCTS, AND SERVICES FURNISHED ARE FREE FROM LIENS AND ENCUMBRANCES, AND ARE FREE FROM DEFECTS IN DESIGN, MATERIALS, AND WORKMANSHIP.					
IN ADDITION, VENDOR WARRANTS THE EQUIPMENT, PRODUCTS, AND SERVICES ARE SUITABLE FOR, AND WILL PERFORM IN ACCORDANCE WITH, THE ORDINARY USE FOR WHICH THEY ARE INTENDED. VENDORS DEALERS AND DISTRIBUTORS MUST AGREE TO ASSIST THE CITY IN REACHING A RESOLUTION IN ANY DISPUTE OVER WARRANTY TERMS WITH THE MANUFACTURER. ANY MANUFACTURERS WARRANTY THAT IS EFFECTIVE PAST THE EXPIRATION OF THE VENDORS WARRANTY WILL BE PASSED ON TO THE CITY.					

GRAND TOTAL \$296,843.80

TERMS AND CONDITIONS at:
<http://www.rockvillemd.gov/documentcenter/view/75>
Are incorporated by reference

AUTHORIZED SIGNATURE



Purchase Order

City of Rockville

Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573

PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:

PO Number:

PO 850

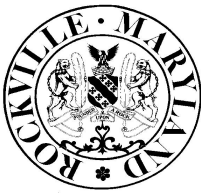
0129240281

Purchase Order Date:

x _____ Date _____

THC Enterprises, Inc. dba Mid-Atlantic
Waste Systems

DRAFT



Purchase Order

City of Rockville

Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573

PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref: PO Number:

PO 850 0129240281

Purchase Order Date:

C	A	- BUDGET ACCOUNT NOS -	**ACCOUNTING USE ONLY**
1	1	230 850 0803 0431	Amt. \$296,843.80

FOR CITY OF ROCKVILLE USE ONLY

I hereby certify that goods were received in good condition and/or services were satisfactorily performed.

PRINT FULL NAME

DATE

AUTHORIZED SIGNATURE

GRAND TOTAL:

DRAFT



Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9.**AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.
DocuSigned by:
By: George Paturalski
49D840C627CF45F...
George Paturalski
Title: Assistant Secretary
Date: 12/6/2019 | 1:45 PM PST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:44 PM CST

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.
Does your company conduct business under any other name? If yes, please state: (Heil)
Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421
Contact: Burgess Lane
Email: blane@doveresg.com
Phone: 256-478-0425
HST#: 363896843

Submission Details

Created On: Thursday July 11, 2019 09:28:35
Submitted On: Wednesday September 11, 2019 09:59:56
Submitted By: Burgess Lane
Email: blane@doveresg.com
Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1
Submitter's IP Address: 74.127.76.220

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
3	Proposer website address:	www.heil.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967 Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.</p> <p>Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> • Collaborative Entrepreneurial Spirit • Winning Through Customers • High Ethical Standards, Openness, and Trust • Expectations for Results • Respects and Values People <p>Strategic Priorities:</p> <ul style="list-style-type: none"> • Safety • Quality • On-Time Delivery • Productivity Improvement <p>In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly.</p> <p>Ready Trucks Program</p> <p>For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.</p>

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis Manufacturer	Cab-Over	Conventional	Autocar
X	X		
Crane Carrier	X	Freightliner	
X	International	X	Hino X
X	Kenworth	X	Mack X
Peterbilt	X	X	

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a les Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Tr purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8 Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-sierra>

HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major

productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The

Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus>

PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its and large, 3 yd³ capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd³ for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/durapack-5000>

POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/mini-rear-loader>

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated sideload garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

https://www.baynethinline.com/products/mobile_refuse_products

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining th our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcwell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771</p> <p>Hamilton County, Tennessee - Business License License Number 052431</p> <p>City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955</p> <p>Local Business Tax Account # 30101</p> <p>The Heil Co. is an ISO-certified manufacturer.</p>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders Rear Loaders Side Loaders Multi-Compartment Vehicles CNG Capabilities Organics Parts Central Bayne Thinline Premium Lift Systems Third Eye
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC) In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)
19	What percentage of your sales are to the governmental sector in the past three years	22%
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *																															
25	Sales force.	<p>Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations.</p> <p>In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.</p> <p>Please see Appendix C for a map of our dealer locations and service locations. Heil Region</p> <table border="0"> <tr> <td>Name</td> <td>Regional Manager</td> <td>Name</td> <td>Location</td> <td>% Focus on Heil Sales & Services</td> </tr> <tr> <td>Jim Blanchard</td> <td>Boston, MA</td> <td>100% North Atlantic</td> <td>Dennis Fallon</td> <td>Pittsburg, PA</td> </tr> <tr> <td>100% Southeast</td> <td>Randy Wells</td> <td>Fort Payne, AL</td> <td>100% Central</td> <td>Joe Howard Houston, TX</td> </tr> <tr> <td>100% Midwest</td> <td>Bob McHugh</td> <td>Chattanooga, TN</td> <td>100% West</td> <td>Bill Engstrom Hurricane, UT</td> </tr> <tr> <td>100% Northwest</td> <td>Mike Tucker</td> <td>Denver, CO</td> <td>100% Canada</td> <td>Craig Thomas St. Louis, MO</td> </tr> <tr> <td></td> <td></td> <td>100%</td> <td></td> <td></td> </tr> </table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA	100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas St. Louis, MO			100%			*
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		100%																															

<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>Heil Dealer List: Heil Dealer Name City State Heil Region Heil of Texas - Irving, TX Irving TX Central Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest Armor Equipment - Arnold, MO Arnold MO Midwest Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast Heil of Texas - Houston, TX Houston TX Central Stringfellow, Inc - Nashville, TN Nashville TN Midwest Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC Canada Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast Mid-Atlantic Waste Systems - Easton, MD Easton MD North Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck & Equipment Repairs, Inc. - Sacramento, CA Sacramento CA West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest Action Fleet Repair - North Las Vegas, NV North Las Vegas NV West Environmental Equipment Sales & Service, LLC Sutton MA Northeast Armor Equipment - Olathe, KS Olathe KS Midwest Heil of Texas - El Paso, TX El Paso TX Central EJ Equipment - Manteno, IL Manteno IL Midwest Preferred Truck & Equipment Repairs, Inc. - Livermore, CA Livermore CA West</p>
<p>27</p>	<p>Service force.</p>	<p>Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.	*
34	In your view, what is Sourcewell's role in pr Sourcewell- awarded contract into your sale	Sourcewell is seen has a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

Value-Added Attributes

Line Item	Question	Response *	
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of:</p> <ul style="list-style-type: none"> • In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. • Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort. • Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English https://vimeo.com/281281938/636d4ccd22 French Canadian https://vimeo.com/281969922 Spanish https://vimeo.com/274579697
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<ul style="list-style-type: none"> • Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway) • Asset utilization: be able to record and track the hours and location of your assets • Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time • On Road / Off Road: know when your assets are on highway and when they are not • Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons. • Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle. • Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership. • No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place. • The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples:</p> <ul style="list-style-type: none"> • We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community. • As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. <p>In Heil production facilities, we:</p> <ul style="list-style-type: none"> • Recycle 100% of the scrap steel used to make our products • Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers • Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets • Our green products include: • Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies • Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes • Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution. <ul style="list-style-type: none"> • As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. • Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link: <p>https://www.dovercorporation.com/about-us/sustainability/intensity-goals</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency.</p> <p>One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings.</p> <p>Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<ul style="list-style-type: none"> • The ability to be a single source provider for equipment, parts and service under this contract • Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader. • Localized parts inventories at your Dealer Locations for all models • All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements • 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service • All Dealers routinely evaluated to ensure they are providing superior quality and service • Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel • Own well over 200 patents • All warranty handled direct without pass through to an outside supplier or manufacturer • Preventative maintenance programs available • Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines • Offer on-site alternative fuel system installation • On-site alternative fuel filling station • On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery • Rental program to fulfill equipment needs prior to completing a Sourcewell transaction • Factory and Dealer demos available for on route demonstrations • Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions • Sales, parts and service marketing programs available to Dealers for all products 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-cat materials (if applicable)) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H. For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.

67	<p>Explain key designs or processes your company takes to provide and promote safe operation of your equipment.</p>	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.</p>
68	<p>Explain how your equipment in this category reduces down-time for the purchasing entity.</p>	<p>Front Loaders</p> <ul style="list-style-type: none"> • Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime. • The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership. • Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance. • Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan. • Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs. • Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage • Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability <p>Rear Loaders</p> <ul style="list-style-type: none"> • The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes. • The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route. <p>Side Loaders</p> <ul style="list-style-type: none"> • The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. • The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as

		<p>easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.</p>
69	<p>Describe how the equipment you propose simplifies the operation for end-users.</p>	<p>One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at https://vimeo.com/318776652</p> <p>E.L Harvey: viewable at https://vimeo.com/292412920</p> <p>JJ's Waste and Recycling: viewable at https://vimeo.com/315331275</p> <p>Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other.</p> <p>The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.</p> <p>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time.</p> <p>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</p> <p>Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body.</p> <p>Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips.</p> <p>Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</p>
70	<p>Provide examples from your product offering that are unique in the industry.</p>	<ul style="list-style-type: none"> • The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate. • The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route. • 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption. • Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings that can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<ul style="list-style-type: none"> • The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment. • The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "MarketingPlan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: CONSENT

Department: PW - FLEET SERVICES

Responsible Staff: KEITH VOGEL

Subject

Award the purchase of One Medium Duty Dump Truck with Snowplow and Material Spreader from Lindsay Ford, of Wheaton, Maryland, in the Amount of \$104,034, consistent with the Terms and Conditions of the Competitive Procurement for Vehicles from Montgomery County Contract #1114498

Department

PW - Fleet Services

Recommendation

Staff recommends that the Mayor and Council award the purchase of one medium duty dump truck with snowplow and material spreader from Lindsay Ford, of Wheaton, Maryland, in the amount of \$104,034, consistent with the terms and conditions of the competitive procurement for vehicles from Montgomery County Contract #1114498.

Discussion

Mayor and Council approved the funding for the purchase of a medium duty dump truck with snowplow and material spreader in the Fiscal Year (FY) 2024 budget (Attachment A). The new truck will replace Unit #329 (2009 Chevy C5500) as well as one snowplow and one material spreader. Unit #329 has extensive rust and needs to be replaced.

Medium duty dump trucks are used by the Department of Recreation and Parks for snow removal and hauling debris and materials. This truck will be equipped with a power angle snowplow and material spreader for snow and ice operations during inclement weather events.

Per Resolution 02-22, Transition the City On-Road Fleet to Cleaner and More Efficient Fuel Sources, staff evaluated alternatives for this vehicle replacement. This type of vehicle is not currently available as an electric or hybrid vehicle. Additionally, this vehicle is needed for 24-hour snow operations. As the vehicle would need to be charged, it would not be operationally possible to utilize an electric vehicle. Staff will continue to monitor the market for available clean fuel and hybrid models that may be suitable for the heavy-duty fleet services.

The vehicle and attachments being replaced will be disposed of in accordance with City procedures via auction.

Mayor and Council History

This is the first time this agenda item has been brought before the Mayor and Council.

Procurement

Montgomery County awarded a contract to Lindsay Ford of Wheaton, Maryland for providing trucks through class seven. In accordance with Rockville City Code, Section 17-71 (b), Cooperative Procurement, "The City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided other State or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City."

In accordance with Rockville City Code, Section 17-38, except for the purchase of goods and equipment, formal written contracts signed by the City Manager and the contractor shall be required for procurements exceeding thirty thousand dollars (\$30,000.00), including requirements contracts estimated to exceed thirty thousand dollars (\$30,000.00) in any given fiscal year.

Since this purchase is for equipment only, a formal contract executed by the Contractor and the City Manager is not required. Rockville City Code, subsection (b) of Sec. 17-37 authorizes the purchasing agent to use purchase orders for the routine purchase of goods, services, insurance, and construction. Therefore, a purchase order will be issued. The purchase order incorporates the terms and conditions of the Montgomery County contract applicable to this purchase. The purchase order is attached as Attachment B and the Montgomery County contract is attached as Attachment C.

Lindsay Ford is a non-Minority, Female, Disabled or Veterans (non-MFD-V) business.

To view all contract documents, click the link below:

<https://www.swisstransfer.com/d/e9ed05b8-d443-4f95-bb4c-a411fac9f0a4>

Fiscal Impact

The budgeted amount in FY 2024 for one medium duty dump truck equipped with a power angle snowplow and material spreader is \$120,000. There is adequate funding in the Department of Public Works Fleet Services Division vehicle replacement account (110-850-0803-0431) for this award.

Next Steps

Upon Mayor and Council approval, the Procurement Division will issue a purchase order to Lindsay Ford for the purchase of one medium duty dump truck equipped with a snowplow and material spreader.

Attachments

ATTACHMENT A - Fleet Replacement Schedule, ATTACHMENT B_ DRAFT PO 850-0129240282
LINDSAY FORD - QUOTE#9999 - MEDIUM DUMP TRUCK - AGENDA ITEM #23-0891,
ATTACHMENT C - MOCO Contract - Lindsay Ford



Fleet Replacement Schedule

The city's Fleet Services Division continually monitors and maintains the city's fleet to ensure maximum useful life. Staff review the fleet each year and recommend replacement for vehicles meeting specific age, mileage, meter hours, condition, and usefulness criteria. When possible, vehicles will be reassigned within or between departments in order to maximize full unit life under the replacement criteria. Factors such as serviceability and technological life are also taken into consideration when making recommendations for replacement. The Fleet Services Division is responsible for ensuring that vehicles acquired are equipped with available features intended to enhance safety for motorists, pedestrians, and bicyclists in accordance with the Vision Zero Action Plan.

The vehicles shown below are scheduled for replacement in FY 2024. The FY 2024 budget also includes funding to lease (in lieu of replacing) an additional 41 vehicles as part of the lease program that began in FY 2020, bringing the total number of leased vehicles to 170. In support of the city's Climate Action Plan, staff anticipates that 25 of the vehicles acquired in FY 2024 will be electric.

Fund	Dept	Unit	Est. Cost
General	PW	Light Duty Dump Truck	\$120,000
General	R&P	Medium Duty Dump Truck	\$120,000
General	PW	Heavy Duty Dump Truck	\$220,000
General	R&P	Heavy Duty Dump Truck	\$220,000
General	PW	Tandem Axle Dump Truck	\$255,000
General	PW	Roller	\$32,000
General	R&P	Mini Track Loader	\$40,500
General	CMO	Forklift	\$42,410
General	PW	Concrete Saw	\$13,000
General	R&P	Tow Behind Chipper	\$125,000
General	PW	Sweeper Attachment	\$10,000
General	PW	Light Duty Saltbox	\$9,000
General	PW	Heavy Duty Saltbox	\$16,000
General	PW	Medium Duty Plow	\$7,000
General	PW	Heavy Duty Plow	\$16,000
Sewer	PW	Utility Truck	\$203,650
Sewer	PW	Truck-Mounted Compressor	\$15,920
Refuse	PW	25-yard Automated Leaf Truck	\$222,860
Refuse	PW	Rear Load Packer	\$292,900
SWM	PW	Mini Excavator	\$88,080
TOTAL for Planned Vehicle Purchases:			\$2,069,320



Purchase Order

City of Rockville
Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573
PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref: PO Number:
PO 850 0129240282

Purchase Order Date:

Vendor Number: VC0000101779

Phone:

Email:

Contractor Address (Mail To):

LINDSAY FORD LLC
11250 VEIRS MILL ROAD

WHEATON, MD 20902

SHIP TO: Fleet Services
Fleet Services
14625 Rothgeb Drive
Rockville, MD 20851
ATTN: Keith Vogel

Contract Number: DRAFT **Proc. Type:** Purchase Order
Version Number: 1 **Comment:**
Delivery Date: **Confirmation:** No

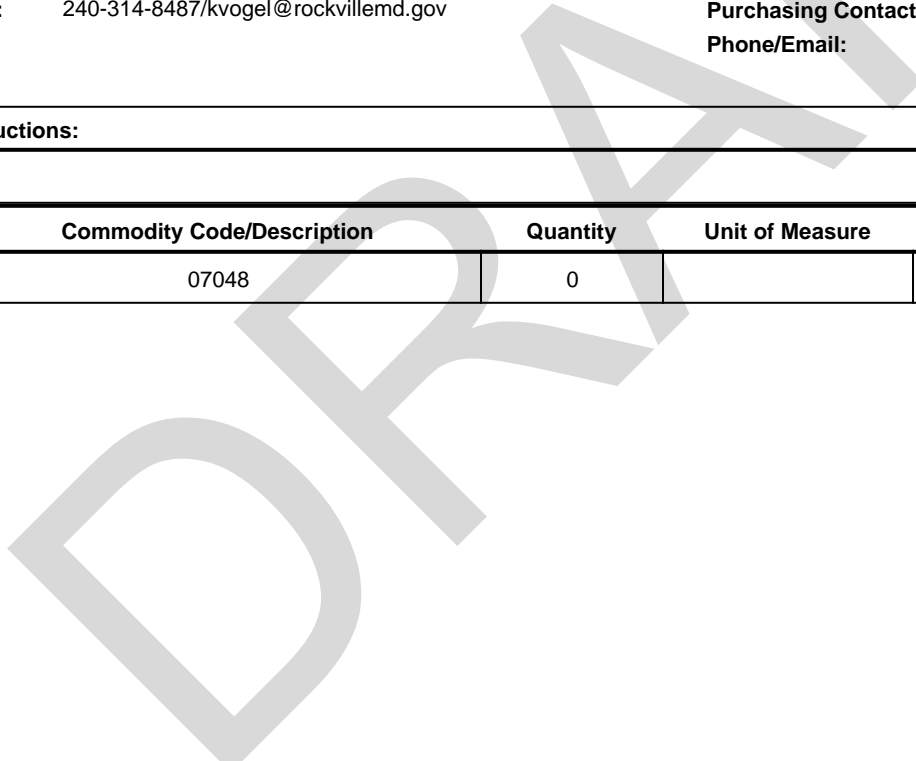
BILL TO: Fleet Services
Fleet Services
14625 Rothgeb Drive
Rockville, MD 20851

Contact Name: Keith Vogel
Phone/Email: 240-314-8487/kvogel@rockvillemd.gov
FOB:

Grand Total Amount: **\$104,034.00**
Purchasing Contact: Regina Washington
Phone/Email: 240-314-8431/rwashington@rockvillemd.gov

Special Instructions:

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
1	07048	0		\$0.00	\$104,034.00





Purchase Order

City of Rockville
Purchasing 240-314-8430 Fax 240-314-8439

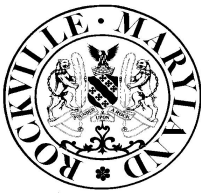
Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573
PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:	PO Number:
PO 850	0129240282
Purchase Order Date:	

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
Trucks (One Ton and Less Capacity)					
<p>AWARD TO LINDSAY FORD OF WHEATON, MD PER MONTGONERY COUNTY CONTRACT #1114498 AND LINDSAY FORD, LLC QUOTE# 9999 LINDSAY FORD POC: DAN PADEROFKY; TEL: 240-283-3733 EMAIL: DPADEROFKY@LINDSAY.COM. VEHICLE DEALER DOCUMENTATION AND PREPARATION EACH ORDERED VEHICLE SHALL BE DELIVERED WITH THE FOLLOWING DOCUMENTS: 1. TEMPORARY REGISTRATION AND TAGS, 2. A MILEAGE STATEMENT 3. CERTIFICATE OF ORIGIN 4. AN INVOICE FOR THE VEHICLE(S) STATING ALL CHARGES 5. AN APPLICATION FOR TITLE IN MARYLAND SIGNED BY THE DEALER, AND FILLED OUT AS FOLLOWS: APPLICANT'S NAME: MAYOR AND COUNCIL OF ROCKVILLE ADDRESS: 111 MARYLAND AVE. ROCKVILLE, MD. 20850 SOUNDEX NUMBER: Z-975-000-351-460 INSURANCE CO.: LOCAL GOVERNMENT INSURANCE TRUST POLICY NO.: 0094 AGENT: LOCAL GOVERNMENT INSURANCE CLAIMS CLASS OF TAG: LG (LOCAL GOVERNMENT)</p> <p>IMPORTANT: MARYLAND DEALER'S CERTIFICATION MUST BE COMPLETED IN FULL OR THE VEHICLE CANNOT BE ACCEPTED BY THE CITY OF ROCKVILLE.</p> 6. A CERTIFICATE SHOWING THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION SHALL BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REP OF MANAGEMENT. 7. EACH VEHICLE SHALL CONTAIN APPROPRIATE FUEL UPON DELIVERY AS SET FORTH BELOW. 8. ALL DEALER IDENTIFICATION SHALL BE REMOVED FROM THE VEHICLE PRIOR TO DELIVERY. 9. CONTACT MR. KEITH VOGEL, FLEET MANAGER, AT 240.314.8487 WITH NOTIFICATION OF THE EXPECTED DELIVERY DATE AT LEAST 24 BUSINESS HOURS PRIOR TO DELIVERY. DELIVERY INSTRUCTIONS FOR VEHICLES & HEAVY EQUIPMENT: THE CITY WILL ONLY ACCEPT DELIVERY IF ALL APPLICABLE DOCUMENTATION IS INCLUDED WITH THE EQUIPMENT. THE CITY WILL NOT ACCEPT EQUIPMENT DELIVERED WITHOUT DOCUMENTATION AND WILL WITHHOLD PAYMENT UNTIL REQUIRED DOCUMENTATION IS RECEIVED: 1. AAMVA RECOMMENDED UNIFORM CERTIFICATE OF ORIGIN, CONFORMING TO MARYLAND LAW. 2. APPLICATION FOR CERTIFICATE OF TITLE (FORM VR-5); SECTION 2 AND 4 COMPLETED BY SELLER. 3. WARRANTY REGISTRATION DOCUMENTS WITH MAKE/MODEL/SERIAL NUMBERS FILLED IN WARRANTY FOR THIS VEHICLE 5 YEARS PER CONTRACT AND QUOTE. 4. MILEAGE STATEMENT 5. MARYLAND STATE INSPECTION CERTIFICATE (FORM MSP-2363), IF REQUIRED. 6. ASSIGNMENT OF CERTIFICATE OF ORIGIN AND TITLE APPLICATION, IF APPLICABLE, MUST BE AS FOLLOWS: MAYOR AND COUNCIL OF ROCKVILLE 111 MARYLAND AVENUE ROCKVILLE, MD 20850 <p>EQUIPMENT MUST BE COMPLETELY ASSEMBLED, THOROUGHLY TESTED, AND READY FOR OPERATION UPON DELIVERY. EQUIPMENT MUST BE PROPERLY SERVICED, CLEANED, WASHED, FULLY FUELED, AND IN ORIGINAL EQUIPMENT MANUFACTURER OPERATING CONDITION. ALL RECOMMENDED LUBRICATION, ADJUSTMENT OF MECHANISMS, AND OPERATION OF ALL MECHANICAL, HYDRAULIC, AND ELECTRICAL FEATURES AND SYSTEMS MUST BE INCLUDED IN DELIVERY. ADDITIONALLY, DEALER MUST GIVE TO THE CITY THE PARTS, SERVICE, REPAIR, LUBRICATION, WIRING, HYDRAULIC DIAGRAM, AND PNEUMATIC DIAGRAM INFORMATION IN THE MOST CURRENT MEDIA AVAILABLE, PREFERABLY WEB-BASED, FOR THE PRICE LISTED ON THE PURCHASE ORDER. INSTRUCTIONS TO ACCESS SUCH INFORMATION MUST BE PROVIDED AT DELIVERY. CITY WILL NOT ACCEPT UNITS DELIVERED WITHOUT THE REQUIRED INFORMATION AND INSTRUCTION. WARRANTY. VENDOR WARRANTS THAT ALL EQUIPMENT, PRODUCTS, AND SERVICES FURNISHED ARE FREE FROM LIENS AND ENCUMBRANCES, AND ARE FREE FROM DEFECTS IN DESIGN, MATERIALS, AND WORKMANSHIP. IN ADDITION, VENDOR WARRANTS THE EQUIPMENT, PRODUCTS, AND SERVICES ARE SUITABLE FOR, AND WILL PERFORM IN ACCORDANCE WITH, THE ORDINARY USE FOR WHICH THEY ARE INTENDED. VENDORS DEALERS AND DISTRIBUTORS MUST AGREE TO ASSIST THE CITY IN REACHING A RESOLUTION IN ANY DISPUTE OVER WARRANTY TERMS WITH THE MANUFACTURER. ANY MANUFACTURERS WARRANTY THAT IS EFFECTIVE PAST THE EXPIRATION OF THE VENDORS WARRANTY WILL BE PASSED ON TO THE CITY.</p>					
GRAND TOTAL					\$104,034.00

TERMS AND CONDITIONS at:
<http://www.rockvillemd.gov/documentcenter/view/75>
Are incorporated by reference

AUTHORIZED SIGNATURE



Purchase Order

City of Rockville
Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573
PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:	PO Number:
PO 850	0129240282
Purchase Order Date:	

C	A	- BUDGET ACCOUNT NOS -	**ACCOUNTING USE ONLY**
1	1	110 850 0803 0431	Amt. \$104,034.00

FOR CITY OF ROCKVILLE USE ONLY

I hereby certify that goods were received in good condition and/or services were satisfactorily performed.

_____	_____	_____
PRINT FULL NAME	DATE	AUTHORIZED SIGNATURE

GRAND TOTAL:

X _____ Date _____

Lindsay Ford, LLC

DRAFT



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

July 19, 2023

Dan Paderofsky
Lindsay Ford LLC
11250 Veirs Mill Rd
Wheaton, MD 20902
dpaderofsky@elindsay.com

Re: Contract Renewal
Modification # 4
Contract No.:1114498

According to the provision entitled "Contract Term" of the above cited contract, this letter constitutes notice of renewal of the contract to cover the 12-month performance period beginning the day immediately following the current expiration date of 8/3/23.

You are obliged to keep on file with this office a current original Certificate of Insurance. The existing Certificate shows an expiration date of 7/1/24. The Certificate must:

1. List Montgomery County, Maryland as an additional insured under liability policies.
2. Provide notice to the Certificate Holder of cancellation or change in any materials in accordance with policy provisions.
3. Show Montgomery County, Maryland as the Certificate Holder.

For additional information please contact the Office of Procurement at (240) 777-9900.

FOR MONTGOMERY COUNTY, MARYLAND



Avinash G. Shetty, Director
Office of Procurement

For

Jul 20, 2023

Date

cc: Calvin Jones
Benjamin Comer

PMMD 41b Rev. 6/15

IFB #1114498	MONTGOMERY COUNTY, MARYLAND Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb. SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND 1 HARD COPY EXCEL SPREADSHEET FILE AND 1 COPY IN THUMB DRIVE TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 A.M.** LOCAL TIME ON **3/19/2021**. BIDS WILL BE PUBLICLY OPENED VIRTUALLY DIALING IN 1 443-692-5768 AND CONFERENCE ID: 625366947# or [Click here to join the meeting](#) **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** 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

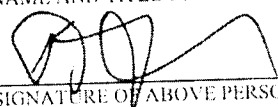
The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to 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 and adopted by the County at time of award, but will not be considered during the Method of Award process. 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 "v/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: <u>LINDSAY FORD LLC</u>	TELEPHONE NO.: <u>246 283 3733</u>
ADDRESS: <u>11250 VANDY MILL RD WILCATON MD 21902</u>	TOLL FREE NO.: <u>-</u>
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: <u>301 946 9410</u>
BIDDER'S E-MAIL ADDRESS: <u>dpaderofsky@lindsayford.com</u>	

ACKNOWLEDGEMENT OF AMENDMENTS	
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	
Amendment No./Date	Amendment No./Date
1	3/12/21

<p><u>DAN PASDROFSKY, FLEET MANAGER</u></p> <p>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):</p>	
 SIGNATURE OF ABOVE PERSON:	<p><u>3.15.21</u></p> 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:
	1114498

MONTGOMERY COUNTY, MARYLAND

BY <u>Pam Jones</u>	 SIGNATURE OF CONTRACTING OFFICER	AWARD DATE <u>8/4/2021</u> 
PRINTED NAME OF CONTRACTING OFFICER		

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

The Quotation Sheet of Unit Prices (Page E3-E16) have been made available as a limited-access Microsoft Excel file along with the IFB package. The final printed spreadsheet and thumb drive must be delivered with the Bid Package by the due date and time on the Invitation for Bids cover sheet.

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
<p>Sedans and Crossover Utility Vehicles ("CUV"): These vehicles, by whatever marketing name, have an interior totally under roof or sectioned by a trunk. They are FWD and/or AWD. RWD is available in this class on a limited basis, and usually only on performance cars. If so equipped, AWD may be full-time. As a rule, AWD means that the vehicle is FWD but wheel speed can be modified when sensors detect wheel slippage, and any of the four wheels may get torque.</p>	<p>Curb Weight 3,399 lb. and less (a.k.a Subcompact & Compact)</p> <p>NOTE: "Curb weight" is the weight of the vehicle with standard equipment and all fluids filled to capacity. The Bid will apply even if the final specification at the time of purchase takes the curb weight over the class limit due to the addition of optional equipment.</p>	1A	BUICK Excluding 100% electric	
		1B	BUICK 100% Electric	
		2A	CHEVROLET Excluding 100% electric	
		2B	CHEVROLET 100% Electric	
		3A	CHRYSLER Excluding 100% electric	
		3B	CHRYSLER 100% Electric	
		4A	DODGE Excluding 100% electric	
		4B	DODGE 100% Electric	
		5A	FIAT Excluding 100% electric	
		5B	FIAT 100% Electric	
		6A	FORD Excluding 100% electric	-671
		6B	FORD 100% Electric	-671
		7A	HONDA Excluding 100% electric	
7B	HONDA 100% Electric			
8A	HYUNDAI Excluding 100% electric			
8B	HYUNDAI 100% Electric			
9A	JEEP Excluding 100% electric			
9B	JEEP 100% Electric			
10A	KIA Excluding 100% electric			
10B	KIA 100% Electric			
11A	MAZDA Excluding 100% electric			
11B	MAZDA 100% Electric			
12A	MITSUBISHI Excluding 100% electric			
12B	MITSUBISHI 100% Electric			
13A	NISSAN Excluding 100% electric			

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT	
<p>Sedans and Crossover Utility Vehicles ("CUV"): These vehicles, by whatever marketing name, have an interior totally under roof or sectioned by a trunk. They are FWD and/or AWD. RWD is available in this class on a limited basis, and usually only on performance cars. If so equipped, AWD may be full-time. As a rule, AWD means that the vehicle is FWD but wheel speed can be modified when sensors detect wheel slippage, and any of the four wheels may get torque.</p>	<p>Curb Weight 3,400 - 3,699 lb. (a.k.a Intermediate)</p>	13B	NISSAN 100% Electric		
		14A	TOYOTA Excluding 100% electric		
		14B	TOYOTA 100% Electric		
		15A	VOLKSWAGEN Excluding 100% electric		
		15B	VOLKSWAGEN 100% Electric		
		16A	BUICK Excluding 100% electric		
		16B	BUICK 100% Electric		
		17A	CHEVROLET Excluding 100% electric		
		17B	CHEVROLET 100% Electric		
		18A	CHRYSLER Excluding 100% electric		
		18B	CHRYSLER 100% Electric		
		19A	DODGE Excluding 100% electric		
		19B	DODGE 100% Electric		
		20A	FORD Excluding 100% electric		-671
		20B	FORD 100% Electric		-671
		21A	GMC Excluding 100% electric		
		21B	GMC 100% Electric		
		22A	HONDA Excluding 100% electric		
		22B	HONDA 100% Electric		
		23A	HYUNDAI Excluding 100% electric		
		23B	HYUNDAI 100% Electric		
		24A	JEEP Excluding 100% electric		
		24B	JEEP 100% Electric		
		25A	KIA Excluding 100% electric		
		25B	KIA 100% Electric		
		26A	MAZDA Excluding 100% electric		
26B	MAZDA 100% Electric				

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT		
		27A	MITSUBISHI Excluding 100% electric			
		27B	MITSUBISHI 100% Electric			
		28A	NISSAN Excluding 100% electric			
		28B	NISSAN 100% Electric			
		29A	TESLA Excluding 100% electric			
		29B	TESLA 100% Electric			
		30A	TOYOTA Excluding 100% electric			
		30B	TOYOTA 100% Electric			
		31A	VOLKSWAGEN Excluding 100% electric			
		31B	VOLKSWAGEN 100% Electric			
		Sedans and Crossover Utility Vehicles ("CUV"): These vehicles, by whatever marketing name, have an interior totally under roof or sectioned by a trunk. They are FWD and/or AWD. RWD is available in this class on a limited basis, and usually only on performance cars. If so equipped, AWD may be full-time. As a rule, AWD means that the vehicle is FWD but wheel speed can be modified when sensors detect wheel slippage, and any of the four wheels may get torque.	Curb Weight 3,700 lb. and greater (a.k.a. Full Size)	32A	BUICK Excluding 100% electric	
				32B	BUICK 100% Electric	
				33A	CHEVROLET Excluding 100% electric	
				33B	CHEVROLET 100% Electric	
34A	CHRYSLER Excluding 100% electric					
34B	CHRYSLER 100% Electric					
35A	DODGE Excluding 100% electric					
35B	DODGE 100% Electric					
36A	FORD Excluding 100% electric			-1161		
36B	FORD 100% Electric			-671		
37A	GMC Excluding 100% electric					
37B	GMC 100% Electric					
38A	HONDA Excluding 100% electric					
38B	HONDA 100% Electric					
39A	HYUNDAI Excluding 100% electric					
39B	HYUNDAI 100% Electric					
40A	JEEP Excluding 100% electric					

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
		40B	JEEP 100% Electric	
		41A	KIA Excluding 100% electric	
		41B	KIA 100% Electric	
		42A	MAZDA Excluding 100% electric	
		42B	MAZDA 100% Electric	
		43A	MITSUBISHI Excluding 100% electric	
		43B	MITSUBISHI 100% Electric	
		44A	NISSAN Excluding 100% electric	
		44B	NISSAN 100% Electric	
		45A	POLESTAR Excluding 100% electric	
		45B	POLESTAR 100% Electric	
		46A	TESLA Excluding 100% electric	
		46B	TESLA 100% Electric	
		47A	TOYOTA Excluding 100% electric	
		47B	TOYOTA 100% Electric	
		48A	VOLKSWAGEN Excluding 100% electric	
		48B	VOLKSWAGEN 100% Electric	
<p>Sport Utility Vehicles ("SUV"): RWD, 4x2 and/or 4x4. If so equipped, has a mechanical transfer case. Operator usually must engage by choice, however, there are instances where the vehicle may convert to 4x4 automatically. Commonly built on a truck frame. When engaged, all four wheels move at the same speed unless interrupted by a locking differential.</p>	<p>GVWR 4,500 lb. - 8,600 lb.</p>	49A	CHEVROLET Excluding 100% electric	
		49B	CHEVROLET 100% Electric	
		50A	CHRYSLER Excluding 100% electric	
		50B	CHRYSLER 100% Electric	
		51A	DODGE Excluding 100% electric	
		51B	DODGE 100% Electric	
		52A	FORD Excluding 100% electric	-1161
		52B	FORD 100% Electric	-1161
		53A	GMC Excluding 100% electric	
		53B	GMC 100% Electric	

		54A HONDA Excluding 100% electric	54B HONDA 100% Electric	
DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
<p>Sport Utility Vehicles ("SUV"): RWD, 4x2 and/or 4x4. If so equipped, has a mechanical transfer case. Operator usually must engage by choice, however, there are instances where the vehicle may convert to 4x4 automatically. Commonly built on a truck frame. When engaged, all four wheels move at the same speed unless interrupted by a locking differential.</p>	<p>GVWR 8,601 - 10,000 lb. GVWR</p>	54A	HONDA Excluding 100% electric	
		54B	HONDA 100% Electric	
		55A	JEEP Excluding 100% electric	
		55B	JEEP 100% Electric	
		56A	NISSAN Excluding 100% electric	
		56B	NISSAN 100% Electric	
		57A	TOYOTA Excluding 100% electric	
		57B	TOYOTA 100% Electric	
		58A	VOLKSWAGEN Excluding 100% electric	
		58B	VOLKSWAGEN 100% Electric	
		59A	CHEVROLET Excluding 100% electric	
		59B	CHEVROLET 100% Electric	
		60A	CHRYSLER Excluding 100% electric	
		60B	CHRYSLER 100% Electric	
		61A	DODGE Excluding 100% electric	
		61B	DODGE 100% Electric	
		62A	FORD Excluding 100% electric	-1161
		62B	FORD 100% Electric	-1161
		63A	GMC Excluding 100% electric	
		63B	GMC 100% Electric	
64A	HONDA Excluding 100% electric			
64B	HONDA 100% Electric			
65A	JEEP Excluding 100% electric			
65B	JEEP 100% Electric			
66A	NISSAN Excluding 100% electric			
66B	NISSAN 100% Electric			
67A	TOYOTA Excluding 100% electric			

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
		67B	TOYOTA 100% Electric	
		68A	VOLKSWAGEN Excluding 100% electric	
		68B	VOLKSWAGEN 100% Electric	
<p>Pickup Trucks. Category includes a complete Vehicle as well as a Class 2 Bed Delete: 4x2 and/or 4x4. Characterized as having a cargo bed open to the elements, even if covered with a removeable tonneau or cap.</p>	<p>Pickup Trucks with Payload Capacity 1,600 lb. and less (a.k.a. Midsize)</p>	69A	CHEVROLET Excluding 100% electric	
		69B	CHEVROLET 100% Electric	
		70A	DODGE Excluding 100% electric	
		70B	DODGE 100% Electric	
		71A	FORD Excluding 100% electric	-1161
		71B	FORD 100% Electric	-671
		72A	GMC Excluding 100% electric	
		72B	GMC 100% Electric	
		73A	HONDA Excluding 100% electric	
		73B	HONDA 100% Electric	
		74A	JEEP Excluding 100% electric	
		74B	JEEP 100% Electric	
		75A	LORDSTOWN MOTORS Excluding 100% electric	
		75B	LORDSTOWN MOTORS 100% Electric	
		76A	NISSAN Excluding 100% electric	
		76B	NISSAN 100% Electric	
		77A	RIVIAN Excluding 100% electric	
		77B	RIVIAN 100% Electric	
		78A	TOYOTA Excluding 100% electric	
		78B	TOYOTA 100% Electric	
DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
<p>Pickup Trucks. Category includes a complete Vehicle as well as a Class 2 Bed Delete: 4x2 and/or 4x4. Characterized as having a cargo bed open to the elements,</p>	<p>Pickup Trucks with Payload Capacity 1,601 lb. and greater (a.k.a. Full Size)</p>	79A	CHEVROLET Excluding 100% electric	
		79B	CHEVROLET 100% Electric	

even if covered with a removeable tonneau or cap.

80A	FORD Excluding 100% electric	-1461		
80B	FORD 100% Electric	-1161		
81A	GMC Excluding 100% electric			
81B	GMC 100% Electric			
82A	HONDA Excluding 100% electric			
82B	HONDA 100% Electric			
83A	JEEP Excluding 100% electric			
83B	JEEP 100% Electric			
84A	LORDSTOWN MOTORS Excluding 100% electric			
84B	LORDSTOWN MOTORS 100% Electric			
85A	NISSAN Excluding 100% electric			
85B	NISSAN 100% Electric			
86A	RAM Excluding 100% electric			
86B	RAM 100% Electric			
87A	RIVIAN Excluding 100% electric			
87B	RIVIAN 100% Electric			
88A	TOYOTA Excluding 100% electric			
88B	TOYOTA 100% Electric			
DESCRIPTION	SPECIFICATION	NUMBER OF DOLLARS OF PRICE ADJUSTMENT		
Vans. All OEM manufactured drivelines.	Minivans, Passenger and/or Cargo	89A	CHEVROLET Excluding 100% electric	
		89B	CHEVROLET 100% Electric	
		90A	CHRYSLER Excluding 100% electric	
		90B	CHRYSLER 100% Electric	
		91A	FORD Excluding 100% electric	-1161
		91B	FORD 100% Electric	-671
		92A	GMC Excluding 100% electric	
		92B	GMC 100% Electric	
		93A	HONDA Excluding 100% electric	

	93B	HONDA 100% Electric	
	94A	NISSAN Excluding 100% electric	
	94B	NISSAN 100% Electric	
	95A	RAM Excluding 100% electric	
	95B	RAM 100% Electric	
	96A	TOYOTA Excluding 100% electric	
	96B	TOYOTA 100% Electric	
	97A	VOLKSWAGEN Excluding 100% electric	
	97B	VOLKSWAGEN 100% Electric	
Passenger Vans, Full Size	98A	CHEVROLET Excluding 100% electric	
	98B	CHEVROLET 100% Electric	
	99A	FORD Excluding 100% electric	-1161
	99B	FORD 100% Electric	-671
	100A	GMC Excluding 100% electric	
	100B	GMC 100% Electric	
	101A	NISSAN Excluding 100% electric	
	101B	NISSAN 100% Electric	
	102A	RAM Excluding 100% electric	
	102B	RAM 100% Electric	
Cargo Vans, Full Size	103A	CHEVROLET Excluding 100% electric	
	103B	CHEVROLET 100% Electric	
	104A	FORD Excluding 100% electric	-1161
	104B	FORD 100% Electric	-671
	105A	GMC Excluding 100% electric	
	105B	GMC 100% Electric	
	106A	NISSAN Excluding 100% electric	
	106B	NISSAN 100% Electric	
	107A	RAM Excluding 100% electric	
	107B	RAM 100% Electric	

Chassis Cabs and Cutaways	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT	
DESCRIPTION	SPECIFICATION	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT	
Chassis Cabs and Cutaways	108A	CHEVROLET Excluding 100% electric		
	108B	CHEVROLET 100% Electric		
	109A	FORD Excluding 100% electric	-1161	
	109B	FORD 100% Electric	-671	
	110A	GMC Excluding 100% electric		
	110B	GMC 100% Electric		
	111A	RAM Excluding 100% electric		
	111B	RAM 100% Electric		
Chassis Cabs, Cutaways and Stripped Chassis: Conventional Cab and Cab-over designs. All OEM manufactured drivelines.	Class 3: 10,001 - 14,000 lb. GVWR, Class 4: 14,001 - 16,000 lb. GVWR, Class 5: 16,001 - 19,500 lb. GVWR	112A	CHEVROLET Excluding 100% electric	
		112B	CHEVROLET 100% Electric	
		113A	FORD Excluding 100% electric	-1961
		113B	FORD 100% Electric	-1161
		114A	GMC Excluding 100% electric	
		114B	GMC 100% Electric	
		115A	FREIGHTLINER Excluding 100% electric	
		115B	FREIGHTLINER 100% Electric	
		116A	HINO Excluding 100% electric	
		116B	HINO 100% Electric	
		117A	INTERNATIONAL Excluding 100% electric	
		117B	INTERNATIONAL 100% Electric	
		118A	ISUZU Excluding 100% electric	
		118B	ISUZU 100% Electric	
		119A	KENWORTH Excluding 100% electric	
		119B	KENWORTH 100% Electric	
120A	MACK Excluding 100% electric			
120B	MACK 100% Electric			
121A	mitsubishi fuso Excluding 100% electric			

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
		121B	MITSUBISHI FUSO 100% Electric	
		122A	PETERBILT Excluding 100% electric	
		122B	PETERBILT 100% Electric	
		123A	RAM Excluding 100% electric	
		123B	RAM 100% Electric	
		124A	UD TRUCKS Excluding 100% electric	
		124B	UD TRUCKS 100% Electric	
		125A	VOLVO Excluding 100% electric	
		125B	VOLVO 100% Electric	
		126A	WESTERN STAR Excluding 100% electric	
		126B	WESTERN STAR 100% Electric	
		127A	WORKHORSE Excluding 100% electric	
		127B	WORKHORSE 100% Electric	
<p>Chassis Cabs, Cutaways and Tractors; Conventional Cab and Cab-over designs. All OEM manufactured drivelines. Applies to all OEM offerings in the Class even if D-rated during the build process.</p>	<p>Class 6: 19,501 - 26,000 lb. GVWR, Class 7: 26,001 - 33,000 lb. GVWR</p>	128A	CHEVROLET Excluding 100% electric	
		128B	CHEVROLET 100% Electric	
		129A	FORD Excluding 100% electric	NO BID
		129B	FORD 100% Electric	NO BID
		130A	GMC Excluding 100% electric	
		130B	GMC 100% Electric	
		131A	FREIGHTLINER Excluding 100% electric	
		131B	FREIGHTLINER 100% Electric	
		132A	HINO Excluding 100% electric	
		132B	HINO 100% Electric	
		133A	INTERNATIONAL Excluding 100% electric	
		133B	INTERNATIONAL 100% Electric	
		134A	ISUZU Excluding 100% electric	
		134B	ISUZU 100% Electric	

DESCRIPTION	SPECIFICATION	LINE NUMBER	MAKE	NUMBER OF DOLLARS OF PRICE ADJUSTMENT
		135A	KENWORTH Excluding 100% electric	
		135B	KENWORTH 100% Electric	
		136A	MACK Excluding 100% electric	
		136B	MACK 100% Electric	
		137A	MITSUBISHI FUSO Excluding 100% electric	
		137B	MITSUBISHI FUSO 100% Electric	
		138A	PETERBILT Excluding 100% electric	
		138B	PETERBILT 100% Electric	
		139A	UD TRUCKS Excluding 100% electric	
		139B	UD TRUCKS 100% Electric	
		140A	VOLVO Excluding 100% electric	
		140B	VOLVO 100% Electric	
		141A	WESTERN STAR Excluding 100% electric	
		141B	WESTERN STAR 100% Electric	
<p>Chassis Cabs, Cutaways and Tractors; Conventional Cab and Cab-over designs. All OEM manufactured drivelines. Applies to all OEM offerings in the Class even if D-rated during the build process.</p>	<p>Class 8: 33,001 lb. GVWR and up</p>	142A	FREIGHTLINER Excluding 100% electric	
		142B	FREIGHTLINER 100% Electric	
		143A	HINO Excluding 100% electric	
		143B	HINO 100% Electric	
		144A	INTERNATIONAL Excluding 100% electric	
		144B	INTERNATIONAL 100% Electric	
		145A	KENWORTH Excluding 100% electric	
		145B	KENWORTH 100% Electric	
		146A	MACK Excluding 100% electric	
		146B	MACK 100% Electric	
		147A	PETERBILT Excluding 100% electric	
		147B	PETERBILT 100% Electric	
		148A	VOLVO Excluding 100% electric	

	148B	VOLVO 100% Electric	
	149A	WESTERN STAR Excluding 100% electric	
	149B	WESTERN STAR 100% Electric	

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.

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

_____ Financial Data _____ Personnel Data

_____ Installation Schedules _____ Plans or Drawings

XX Other: as follows: Maryland Trader's License (see Section C. #60) _____ Performance Bond (See Pages B & 10)

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

_____ Wage Requirements Certification of Posting Notice

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)

XX 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 nonresponsible 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: MONTGOMERY COUNTY, MD
 Address: 16702 CRADYS BRANCH WAY City: ROCKVILLE ST: MD Zip: 20851
 Contact Person: KATHLEEN HYNES Phone: 240 777 5625
 Email Address: KATHLEEN.HYNES@MONTGOMERYCOUNTY.MD.GOV
2. Name of Firm: PRINCE GEORGES COUNTY, MD
 Address: 8019 CENTRAL AVE City: CAPITOL HEIGHTS ST: MD Zip: 20743
 Contact Person: RICK HILMER Phone: 301 898 1721
 Email Address: RGHILMER@CG.CO.PG.MD.US
3. Name of Firm: WMATA
 Address: 600 FIFTH ST NW City: WASHINGTON ST: DC Zip: 20001
 Contact Person: ALAN COCIL Phone: 301 618 7532
 Email Address: AGCOCIL@WMATA.COM

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 contracts(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:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" 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"/>	BRPCPC	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Howard County			

LINDSAY FORD LLC

Vendor's Name

DELIVERY TIME PERIOD

The County requests delivery of vehicles to be made according to the schedule below, where "Days" is the number of days net of federal holidays and Sundays, with Day 1 being the next day after the purchase order date or release date against a blanket purchase order. The Bidder may propose a delivery time period other than the delivery time period requested by the County. Bids that indicate a delivery time period exceeding the "Requested" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery time period only if it offers delivery in less time than the requested delivery time period. If Bidder does not indicate a delivery time period, then the Bidder is required to accept the County's requested delivery time period and it will apply to the award.

By accepting a contract award, the Bidder acknowledges that the "Requested" delivery time period, or Bidder's proposed delivery time period only if it offers delivery in the same or less time than the County's requested delivery time period, becomes the Established Delivery Schedule for the contract term.

A. For a vehicle in dealer inventory that is ready for operation (includes dealer exchanges):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
1A & 1B through 111A & 111B	8 Days	7 Days

B. For a vehicle in dealer inventory that is complete, (includes dealer exchanges) but must have aftermarket equipment installed (such as tonneau cover, toolbox, bed cap, bed slide, running boards, strobe lights, light bars, etc.) to comply with the quote:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
1A & 1B through 111A & 111B	35 Days	34 Days

C. For factory ordered vehicle that is complete:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
1A & 1B through 111A & 111B	300 Days	300 Days

D. For a factory ordered vehicle that is complete but must have aftermarket equipment installed (such as tonneau cover, toolbox, bed cap, bed slide, running boards, strobe lights, light bars, etc.) to comply with the quote:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
1A & 1B through 111A & 111B	335 Days	334 Days

E. For an incomplete vehicle that is sourced from an OEM bailment pool for equipment upfit/modification/alteration by intermediate and/or final stage manufacturer(s):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
112A & 112B through 149A & 149B	150 Days	150 Days

F. For an incomplete vehicle that is factory ordered and subsequently upfit/modified/alterated with equipment by intermediate and/or final stage manufacturer(s):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
112A & 112B through 149A & 149B	420 Days	420 Days



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #1
IFB #1114498
March 12, 2021

PAGE 1 of 2 FOR THE PROCURMENT OF: Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb.

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

Vendor's questions, answers and attendance sheet from the Optional Pre-Bid Conference held virtually on Microsoft TEAMS on March 2, 2021:

A. Attendance sheet

Table with 5 columns: Line Number, Attendee Business, Attendee Name, Phone, eMail. Contains 11 rows of attendee information.

B. Questions & Answers

1. Question: For any given Line Number in a Specification Class, do you need to be able to sell all models manufactured for the "MAKE" that is bid?

Answer: Yes, Bidder must be able to sell all models of a "MAKE" for a given Line Number.

2. Question: If vehicles ordered by a dealership in Virginia have the 50-state or North East Emission option so they can be titled in Maryland, why is the physical location being in a NE state required?

Answer: Per Quotation Sheet page E-1, the Bidder must be physically located in a California emissions state. The thirteen (13) states and Washington DC, with references to their supporting legislation, have adopted California's vehicle emissions standards including the greenhouse gas standards for motor vehicles. It may be possible for a non-California emissions state to factory order a vehicle that is certified to the California vehicle emissions standard in anticipation of it being sold to a buyer with a Maryland address. However, Contractor must be able to sell from dealer in-stock inventory, which is not guaranteed to be California-emissions certified if the dealership is not physically located in a California-emissions state.

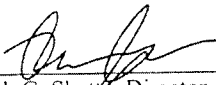
Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

3. Question: If I did not attend the Pre-Bid Meeting, can my dealership still submit a Bid? **Answer: Yes. The Pre-Bid Meeting was optional.**

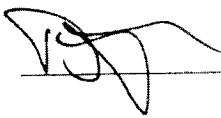
THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **HAS NOT BEEN EXTENDED.**

ISSUED BY:  for _____
Avinash G. Shetty, Director
Office of Procurement

NAME OF BIDDER: LINDSAY FORDS LLC
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN PROPOSAL: DAN PADEROSKY, FLEET MANAGER
(Type or print)

BIDDER'S SIGNATURE:  DATE: 3.15.21



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: CONSENT

Department: CMO - PROCUREMENT

Responsible Staff: PAT RYAN

Subject

Award and Authorize the Acting City Manager to Execute a Rider Agreement with Cintas Corporation, No. 2, LLC with its principal office in Cincinnati, Ohio for an initial amount not-to-exceed \$175,000 for Facilities Management Products and Solutions for a term through October 31, 2024, with authority for the Purchasing Agent to exercise three one-year renewal options through October 31, 2027, subject to annual appropriations by the Mayor and Council.

Department

CMO - Procurement

Recommendation

Staff recommends that the Mayor and Council award and authorize the Acting City Manager to execute a Rider Agreement with Cintas Corporation, No. 2, LLC with its principal office in Cincinnati, Ohio, with all terms and pricing consistent with the Prince William County Public Schools contract #R-BB-19002 for Facilities Management Products and Solutions: Including the Rental and Service of Uniforms, Mats, Mops and Towels and Other Related Products and Solutions through October 31, 2024, with authority for the Purchasing Agent to exercise three one-year renewal options through October 31, 2027, subject to annual appropriations by the Mayor and Council.

Discussion

This contract provides a comprehensive solution of a broad scope of facilities solutions, including the rental and service of uniforms, mats, mops, towels, first aid supplies and other related products.

The City will be primarily using the rental and service (cleaning and repairs) uniforms portion of the contract to provide staff:

1. Flame resistant protective apparel for Fleet Services;
2. Chemical resistant lab coats for the Water Treatment Plant;
3. ANSI rated apparel and reflective, high visibility jackets and coveralls; and
4. Access to an on-line portal to improve: tracking of repair orders; employee transfers within departments; resignations/terminations from the City; the payment process which will be more efficient and eliminate cumbersome paper billing.
5. Consistency in appearance for all uniform wearers (same color, same identifying City emblems to include department and employee name).

Additionally, staff will utilize this contract for walk off safety mats and first aid supplies at most City facilities.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Prince William County Public Schools in Virginia is the lead agency for this National contract which has been made available to all participating agencies via the OMNIA Partners national cooperative contract (previously known as U.S. Communities Purchasing Alliance). This contract has multiple line items, with various types of clothing styles and manufacturers available, including flame resistant and chemical resistant fabrics.

When comparing overall higher quality, improved administrative efficiency, and enhanced safety factor, this Rider Agreement is deemed to provide the City with the best overall value.

In accordance with Section 17-71 of the Rockville City Code, Cooperative Procurement; (b) The City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided other state and local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.

In accordance with Section 17-39 of the Rockville City Code, Awarding Authority, (a) All contracts involving more than one hundred thousand dollars (\$100,000.00) shall be awarded by the Council.

Cintas Corporation, No. 2, LLC is a non-MFD-V firm.

The contract with Cintas is provided as attachment A and the Prince William County Public Schools rider contract is provided as Attachment B.

To view all contract documents, please click the link provided below:

<https://www.swisstransfer.com/d/bb5409cb-b76d-4c8f-9271-db321d08ca4b>

Fiscal Impact

The FY 2024 adopted budget for uniforms includes a total of \$142,620 across all departments for uniform rental. Additional items such as first aid supplies and walk off mats are funded in operating accounts across all departments. Future funding is subject to Mayor and Council approval.

Next Steps

Upon Mayor and Council approval, the Procurement Division will issue contracts, secure insurance and issue a Master Agreement to Cintas Corporation, No. 2, LLC.

Attachments

Attachment A - Cintas Contract, Attachment B - Prince William county Public Schools Contract number RBB19002



**CITY OF ROCKVILLE
RIDER AGREEMENT**

This **CITY OF ROCKVILLE, MARYLAND RIDER AGREEMENT** (this “**Rider Agreement**”) is, made this ___ day of _____, 2024 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, a body politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), acting through its City Manager, and **CINTAS CORPORATION NO. 2**, a corporation registered in Nevada having its principal place of business at 6800 Cintas Boulevard, Cincinnati, Ohio, 45262 (the “**Contractor**”). Individually, the Mayor and Council and Cintas may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. On July 17, 2018, Prince William County Public Schools (“**Prince William**”) issued Request for Proposal #R-BB-19002 (the “**Prince William RFP**”) soliciting competitive proposals for contractor(s) to provide all necessary work for facilities management products and solutions on behalf of itself and other government agencies and made available through the U.S. Communities Purchasing Alliance (now known as OMNIA Partners).
2. On December 13, 2018, Prince William entered into a contract entitled “Contract N. R-BB-19002” with Contractor (the “**Prince William Contract**”), pursuant to which the Contractor agreed to provide all necessary work for facilities management products and solutions on behalf of itself and other government agencies and made available through the OMNIA Partners contract. The Prince William Contract includes and incorporates an Attachment A which is the Memorandum of Negotiations dated November 1, 2018.
3. Prince William has renewed and amended the Prince William Contract as follow:
 - a. Modification No. 1, September 6, 2019, to establish premium charges for certain size uniforms;
 - b. Modification No. 2, December 12, 2019, authorizing an increase in prices by 1.8%;
 - c. Modification No. 3, November 23, 2020, adding a direct sales program;
 - d. Modification No. 4, January 7, 2021, authorizing an increase in prices by 1.2%;

- e. Modification No. 5, February 22, 2021, changing certain requirements for a CPR/First Aid/AED course;
- f. Contract renewal dated August 2, 2021 extending the contract through October 31, 2023;
- g. Modification No. 6, September 29, 2021, adding Germ-X hand sanitizer refills and dispensers;
- h. Modification No. 7, November 1, 2021, authorizing an increase in prices by 5.4%;
- i. Modification No. 8, January 28, 2022, adding Federal Grant terms and conditions;
- j. Modification No. 9, June 28, 2022, changing prices for Cintas Fire Protection; and
- k. Modification No. 10, renewing the Contract through October 31, 2027 and authorizing an increase in prices by 7.7%; and,
- l. Modification No. 11, December 1, 2023, authorizing an increase in prices by 3.2% (effective February 1, 2024).

Together, these documents constituted the “**Amended Prince William Contract**” attached hereto as **Attachment A**.

- 4. Because the City of Rockville City Manager has determined that the City needs precisely the services, on a City-wide basis, which have been provided by Contractor to Prince William, the City Manager has recommended entering into this Rider Agreement to obtain these services at the price provided to Prince William under substantially the same terms as provided to Prince William.
- 5. Pursuant to Rockville City Code Sec. 17-71(b), the Mayor and Council is authorized to “contract with any contractor who offers . . . services . . . on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.”
- 6. The Contractor has agreed to provide the Mayor and Council facilities management products and solutions at the price contained in the Amended Prince William Contract.
- 7. The Parties agree that the terms and conditions set forth in the Amended Prince William Contract have been incorporated herein and used as the basis for **Appendix 1**, except to the extent expressly modified herein. All modifications to the Amended Prince William Contract have been summarized in this Rider Agreement. Where the terms of this Rider Agreement

vary from the terms and conditions of the Amended Prince William Contract, the terms and conditions of this Rider Agreement shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

INCORPORATION OF RECITALS

The foregoing recitals above are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the foregoing recitals above are fully incorporated into this Rider Agreement by this reference as if fully set forth herein.

CONTRACT TERM

- A. **Term.** The term of this Agreement is from the Effective Date through October 31, 2024.
- B. **Extension.** Subject to appropriations by the Mayor and Council and satisfactory performance by the Contractor, the City Manager, on behalf of Mayor and Council, may extend the Contract for any reason for a period up to but not to exceed 12 months.
- C. **Renewal.** The Mayor and Council may renew this Agreement annually through October 31, 2027, consistent with the term and renewals of the Amended Prince William Contract.

CONTRACT PRICE

- A. **Price.** The total not-to-exceed amount for the initial term of this Agreement is for an annual amount, subject to appropriation by Mayor and Council, of \$175,000.00 (One Hundred and Seventy-Five Thousand Dollars and no cents).
- B. **Cost Reduction Recommendations.** Contractor must provide year over year cost reduction recommendations if this Contract is extended or renewed pursuant to the provision stated above.
- C. **Price Decreases.** Price decreases are acceptable at any time, need not be verifiable, and are required should the Contractor, or anyone providing materials to the Contractor for use for the services described in this Contract, experience a decrease in costs associated with the execution of the contract.

- D. Price Adjustments.** Price increases from Contractor relating to increased labor costs, or Contractor’s producer, processor, or manufacturer for any or all items may be considered at renewal. The request is subject to approval by the “Purchasing Agent,” which shall be the Director of Procurement or the Director’s designee. The request must be submitted in writing at least 60 days before the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor before the effective date of the approved increased contract unit price. The Mayor and Council may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.). The price adjustments shall adhere to City of Rockville Code Section 17-40.
- E. Price Discounts.** Should Contractor, at any time during the life of the Contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the Contract, the lowest discounted prices shall be offered to the Mayor and Council.

MODIFICATIONS

Notwithstanding the requirements that the Amended Prince William Contract is fully binding on the Parties, the Parties have agreed to modify certain provisions of the Amended Prince William Contract as applied to the Mayor and Council. The agreed upon changes are reflected in the attached **Appendix 1** in an effort to create a single, comprehensive document representing the Amended Prince William Contract as modified for the Mayor and Council. For informational purposes, changes were made to the following areas of the Amended Prince William Contract:

- A.** All references in the Amended Prince William Contract to “Prince William County Public Schools,” “Prince William County Public School Board,” and “Virginia” have been revised to refer to the Mayor and Council of Rockville, the City of Rockville, and Maryland.
- B.** SECTION 4 – CONTRACT ADMINISTRATOR
- C.** SECTION 5 - PRICING
- D.** SECTION 7 – TERMINATION FOR CONVENIENCE
 - 1) Subsections 7.1 through 7.4.

MISCELLANEOUS PROVISIONS

- a. **Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150
Craig Simoneau, Acting City Manager
Email: Csimoneau@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor: Cintas Corporation No. 2
6800 Cintas Boulevard,
Cincinnati, OH 45262

With a Copy to: KMK Service Corp.
1400 Provident Tower,
One East Fourth Street
Cincinnati, OH 45202

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- b. **Interpretation.** The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement.
- c. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold the Mayor and Council and its appointed officials, employees, and volunteers and others working on behalf of the Mayor and Council harmless from and against all loss, cost, expense, damage, liability or claims, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any negligent act or omission, of the Contractor, or anyone acting on its behalf, except that the Contractor shall not be responsible to the Mayor and Council on indemnity for damages caused by or resulting from the Mayor and Council's negligence. Subject to the foregoing, the Contractor shall, defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Contractor shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein. Claims that are brought against the Mayor and Council are subject to the limits of the City's scope of insurance coverage and subject to the limitations and immunities provided by law, including but not limited to the Local Government Tort Claims Act, Section 5-303(a), Courts & Judicial Proceedings Article, Annotated Code of Maryland.
- d. **Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.
- e. **No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.
- f. **No Third-Party Beneficiaries.** No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

- g. **Equal Opportunity Employment.** Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor’s books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

h. **INSURANCE**

1. **Insurance Required.** Prior to execution of this Contract, Contractor must obtain at its own cost and expense and keep in force and effect during the term of the Contract, including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary but only with respect to Cintas’ indemnity obligations.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

2. Contractor will be required to maintain for the life of the Contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers’ Compensation</i> 2. Employers’ Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease:	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others</i> Endorsement – signed and dated.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
	\$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

3. **Policy Cancellation.** No change, cancellation or non-renewal shall be made in any insurance coverage without 30 days written notice to the City’s Procurement Division. Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

4. **Additional Insured.** The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of Contractor’s products, goods, and services provided under the Contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on Contractor’s automobile and General Liability Policies. Endorsements reflecting The Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

i. **Severability.** If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

j. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Contract shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

k. **Governing Law.** This Rider Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Rider Agreement through mediation before a mutually acceptable mediator. Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

l. **Entire Agreement, Waivers and Amendments.** This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

m. **Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Rider Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Rider Agreement.

n. **Time of the Essence.** Time is of the essence in the performance of this Rider Agreement.

o. **Counterparts.** This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Agreement in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Craig Simoneau, Acting City Manager

CONTRACTOR

CINTAS CORPORATION NO. 2, a Nevada
corporation

By: _____

**APPENDIX 1
AGREEMENT**

As it relates to this Rider Agreement only, the Prince William Contract shall be modified as follows:

- A.** SECTION 4 – CONTRACT ADMINISTRATOR is amended to replace Brian Burtner with:
Pat Ryan, CPPB, MBA
Principal Buyer
City of Rockville
Procurement Division
111 Maryland Avenue
Rockville, MD 20850
PHONE: 240-314-8434
FAX: 240-314-8439
EMAIL: pryan@rockvillemd.gov

- B.** SECTION 5 – PRICING is amended to add the following: Contractor agrees to invoice the Mayor and Council as follows: The invoice shall contain a reference to this Contract Number. The invoices must be submitted on letterhead or other documentation that clearly identifies the vendor. The invoice must be submitted by 5:00p.m. EST on Friday for the charges for that week. The Mayor and Council have 30 days from the date the Contractor submits the invoice to verify the accuracy of the billing and make payment. The Mayor and Council will not pay in excess of the amounts approved for each task, and will not pay in excess of the NTE amount of this Contract.

The City will provide contact information to Contractor so that the Contractor can submit invoices to the appropriate person in each department responsible for processing the invoices. Alternatively, the departments may access the Contractor's invoices at its online portal: (mycintas.com) Contractor will use the City's Vendor ACH Payment Program to receive payments.

- C.** SECTION 7 – TERMINATION FOR CONVENIENCE

- 1) Subsections 7.1 through 7.4. are deleted in their entirety.



CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2




 Authorized Signature
 Craig Jackson

 Type Name
 National Director - Government

 Title
 12/19/18

 Date

PURCHASING AGENCY:

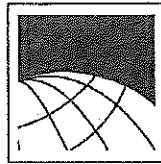


 Authorized Signature
 Anthony Crosby, CPPO, CPPB

 Type Name
 Supervisor of Purchasing

 Title
 12/21/18

 Date



MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

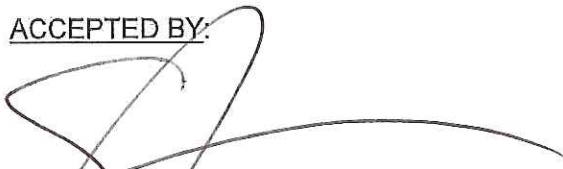
Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). **CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH.** Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

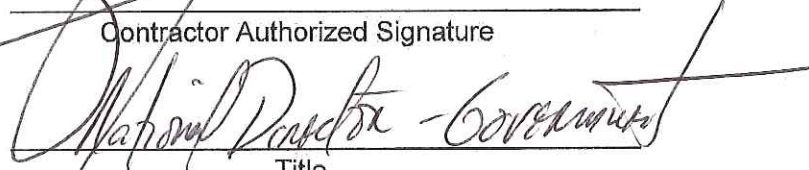
ACCEPTED BY:



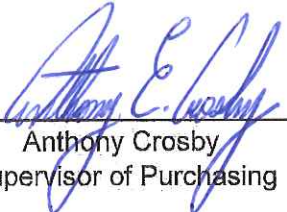
 Contractor Authorized Signature

12/19/18

 Date



 Title



 Anthony Crosby
 Supervisor of Purchasing

12/21/18

 Date

Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser	\$ 370.00	\$ 310.00
D16	Medium Dispenser	\$ 416.00	\$ 345.00
D20	Large Dispenser	\$ 462.00	\$ 385.00
R110	Return Unit	\$ 104.00	\$ 90.00
RX	Wall Mounted Unit	\$ 93.00	\$ 90.00

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is \$2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

Attachment A

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

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Procurement Division
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Chesterfield County
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Attachment A

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
Since 2016, Fulling implemented across all sites for about a year.
11. What is the lead time for new employees to be fit with uniforms?
Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.
12. What is the lead time for embroidery of new uniforms?
About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.
13. What efforts can you make to simplify the invoicing process and make this less hands-on?
We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.
14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.
15. Do you offer prompt payment discounts?
Yes, we can offer 2% Net 15 and Net 30 as standard payment terms
16. Why does California have different pricing for fire and safety?
It cost more to do business in California due to regulatory policies, labor laws, etc.
17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
Yes, these will be No Charge.
18. Please explain the additional charges on page 31 for Garment Rental.
Minimum stop Charge: \$35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least \$35.00. Ex: Actual weekly rental is \$30.00 for uniforms and mats. Customer is charged \$5.00 as the "min stop charge" on top of the \$30. To reach a total of \$35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.
- Lockers: No charge
- Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

Attachment A

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- \$1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: \$1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is \$35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.
20. What is the cost for tailoring (ex. Shortening of pants)?
No charge
21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.
22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:
23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract
24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?
Yes, Cintas is striving to grow the division to \$1billion in 10 years.

Attachment A

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes; Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

Yes, No Charge for these items. Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

**Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY**

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-50%	
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean			
Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	\$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per invoice	

Garment Rental			
Minimum Order Size		\$	35.00
Lockers		\$	-
Make Up -Waived on Initial installation and for the 1st 30 days of service		\$	1.50
Emblem -Waived on initial installation and for the 1st 30 days of service		Cost	
Name Tag		\$	1.50
Size Premium (starting at 2XL)		\$	1.50

DEEP CLEANING			
Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT Job, which means stripping the floor all the way down and reapplying 4 coats of finish	\$90 sq ft	
VCT Maintenance	Used any time we do a maintenance VCT Job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	\$60 sq ft	
VCT Maintenance	Used any time we do a cleaning VCT Job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	\$32 sq ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	\$29 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	\$22 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	\$14 Sq Ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	\$22 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	\$14 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	\$09 Sq Ft	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	\$29 Sq Ft	
Carpeted Steps	Cleaning Only	\$4.50 per standard step	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	\$10 Sq Ft	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	\$05 Sq Ft	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	\$05 Sq Ft	
Low Moisture Process	PreRotoScrub, Prespray, Aqilate, Respray Spots (No Vacuuming)	\$14 Sq Ft	Any vacuuming required is in addition to the sq ft price
TILE			
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	\$135 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	\$250 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	\$75 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	\$195 Sq Ft	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	\$60 Sq Ft	
Color Seal (After Cleaning)	Color Seal < 2" Tile	\$3.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile	\$2.70 Sq Ft	
Color Seal (After Cleaning)	Color Seal > 8" Tile	\$1.80 Sq Ft	
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer	\$115 Sq Ft	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	\$130 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	\$205 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Portable	\$55 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	\$180 Sq Ft	
Concrete Cleaning	Interior - Truck Mount Only	\$35 Sq Ft	
Concrete Cleaning	Exterior - Truck Mount Only	\$70 Sq Ft	
Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	\$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$1.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	
Restroom Cleaning			
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures	\$20 Sq Ft	Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

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Uniform Rental Items
 Discounts range from 10% to 32% of National Book Rate.
 All Prices shown are net-to-excess rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by category)	Price for Lease (no cleaning)	Price for weekly rental (with cleaning)	1/R Charge
1	Cintas	395	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	\$ 0.15	\$ 0.17	\$ 15.00
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.16	\$ 0.19	\$ 18.00
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.20	\$ 0.27	\$ 22.00
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.38	\$ 27.00
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	\$ 0.24	\$ 0.31	\$ 27.00
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 55/35 Poly Cotton	10%	\$ 0.13	\$ 0.17	\$ 17.00
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	10%	\$ 0.19	\$ 0.25	\$ 18.00
10	Cintas	940	EA	Cotton Work Pants 100% Cotton	10%	\$ 0.21	\$ 0.34	\$ 23.50
11	Cintas	394	EA	Jeans 100% Cotton	10%	\$ 0.21	\$ 0.29	\$ 20.00
12	Cintas	82570	EA	Chief Coat 65/35 Poly Cotton	10%	\$ 0.18	\$ 0.24	\$ 23.00
13	Cintas	71125	EA	Elastic Waist Chief Pants w Drawstring 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.32	\$ 26.00
14	Cintas	333	EA	Food Processing Shirt White/Blue (no pockets, grippers) 55/65 Poly Cotton	10%	\$ 0.12	\$ 0.17	\$ 13.50
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 22.00
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.25	\$ 0.34	\$ 28.00
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.20	\$ 0.27	\$ 21.00
18	Cintas	390	EA	Womens Fit Comfort Work Pant	10%	\$ 0.17	\$ 0.23	\$ 20.00
19	Cintas	395	EA	Womens Fit Comfort Work Pant	10%	\$ 0.13	\$ 0.17	\$ 16.00
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	10%	\$ 0.30	\$ 0.40	\$ 31.00
21	Cintas	288	EA	Pro-Knit Tee Shirt 100% Poly	10%	\$ 0.19	\$ 0.25	\$ 20.00
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton	10%	\$ 0.26	\$ 0.35	\$ 45.00
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 20.00
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	\$ 0.33	\$ 0.42	\$ 31.00
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton	10%	\$ 0.19	\$ 0.24	\$ 25.00
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	\$ 0.19	\$ 0.25	\$ 24.00
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton	10%	\$ 0.25	\$ 0.33	\$ 25.00
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton	10%	\$ 0.28	\$ 0.37	\$ 27.00
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton	10%	\$ 0.28	\$ 0.37	\$ 30.00
30	Carhartt	388	EA	Carhartt Work Pants 100% Cotton	10%	\$ 0.32	\$ 0.42	\$ 25.00
31	Carhartt	280	EA	Flame Resistant Jean	10%	N/A	\$ 0.55	\$ 49.00
32	Carhartt	290	EA	Flame Resistant Carmaner Jean	10%	N/A	\$ 0.55	\$ 49.00
33	Carhartt	294	EA	Flame Resistant Work Shirt	10%	N/A	\$ 0.42	\$ 49.00
34	Carhartt	371	EA	Flame Resistant Work Pant	10%	N/A	\$ 0.42	\$ 44.00
35	Carhartt	391	EA	Flame Resistant Coverall	10%	N/A	\$ 0.88	\$ 84.00
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size	10%	\$ 0.51	\$ 0.41	\$ 14.00
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
41	Cintas	10756	EA	3x5 Traffic Mat	10%	N/A	\$ 2.00	\$ 46.00
42	Cintas	1801	EA	3x5 Spring Mat	10%	N/A	\$ 1.50	\$ 52.00
43	Cintas	1802	EA	3x5 Safety Mat	10%	N/A	\$ 2.25	\$ 65.00
44	Cintas	84302	EA	3x5 Safety Mat	10%	N/A	\$ 3.25	\$ 65.00
45	Cintas	84301	EA	3x5 Logo Mat	10%	N/A	\$ 2.40	\$ 85.00
46	Cintas	6913	EA	24 oz Synth Wet Mop	10%	N/A	\$ 1.50	\$ 15.00
47	Cintas	9582	EA	Pulse Mop	10%	N/A	\$ 1.75	\$ 110.00
48	Cintas	9581	EA	Dual Chamber Mop Bucket	10%	N/A	\$ 2.50	\$ 125.00
49	Cintas	7116	EA	12" Microfiber Mop Head	10%	N/A	\$ 0.18	\$ 5.00
50	Cintas	7001	EA	36" Microfiber Mop Head	10%	N/A	\$ 0.45	\$ 12.00
51	Cintas	7245	EA	Microfiber Mop Handle	10%	N/A	\$ 0.80	\$ 10.00

Nationwide Usage				Proposed Price/Equipment					
Item Number	Make	Supplier Item Number	UOM	Description	Discount (Percentage from Catalog by Category)	Purchase Price	Current Ceiling Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	30%	\$13.99	\$7.59		
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69		
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69		
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton	24%	\$24.99	\$27.49		
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton	29%	\$19.99	\$21.99		
8	Cintas	205	EA	Womens Comfort Work Shirt w/pocket 65/35/ Poly Cot	10%	\$19.99	\$21.99		
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	39%	\$21.99	\$24.19		
10	Cintas	340	EA	Cotton Work Pant 100% Cotton	39%	\$21.99	\$24.19		
11	Cintas	394	EA	Jeans Pant 100% Cotton	10%	\$25.19	\$27.71		
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	\$29.69	\$32.66	65575	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawstring 65/35 Poly/Cotton	36%	\$17.99	\$19.79	85550	BEGGY Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)	10%	\$20.69	\$22.76		
15	Cintas	374	EA	Executive Dress Shirt 67/43 Poly/Cotton	36%	\$17.99	\$19.79		
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$29.99	\$32.66		
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro	10%	\$29.99	\$32.66		
18	Cintas	390	EA	Womens Fit Comfort Work Pant 65/35 Poly/Cotton (Slim)	36%	\$17.99	\$19.79		
19	Cintas	395	EA	Womens Fit Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
20	Cintas	299	EA	Pro-Knit Polo Shirts 100% Poly	25%	\$19.99	\$21.99		
21	Cintas	288	EA	Pro-Knit Polo Shirts 100% Poly	10%	\$16.19	\$17.81		
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	\$27.89	\$30.79		
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton	12%	\$59.99	\$65.99		
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton	32%	\$25.99	\$28.99		
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only	35%	\$14.99	\$16.49	59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	\$23.19	\$27.71		
27	Carhartt	394	EA	White Polyester Butcher Coat 100% Poly	10%	\$27.89	\$30.68	392	Cintas Women Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only	10%	\$38.69	\$42.56	74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only	10%	\$43.19	\$47.51	74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	363	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	\$47.69	\$52.46	74909	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only	10%	\$74.69	\$82.16	69869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only	10%	\$70.19	\$77.21	70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only	10%	\$65.69	\$72.26	60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only	10%	\$47.69	\$52.46	70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Overall Rental Only	10%	\$110.69	\$121.76	8723	TecSAFE Plus FR Overall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL	10%	\$28.69	\$22.76	65463	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL	10%	\$35.99	\$39.59	106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size	50%	\$4.99	\$5.49	82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL	10%	\$35.99	\$39.59	106343	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Baret)	44%	\$4.99	\$5.49		
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	30%	\$6.99	\$7.69		

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		\$ 55.25
869320350	11" Class 00 Rubber Insulating Gloves - Black		\$ 55.25
754910300	ARC Guard FR Knit Glove		\$ 21.75
869380000	10" Leather Protectors		\$ 21.00
601960600	Canvas Glove Bag		\$ 21.00
	Hand Protection Weekly Cost	\$ 8.07	
	Head Protection Program		
601940000	Clear Safety Glass		\$ 4.00
745030300	12cal PureView Faceshield		\$ 105.00
745010000	MSA Slotted Hard Hat - White		\$ 21.00
823370200	12cal Balaclava - NAVY		\$ 17.00
744370260	Electric Gear Bag		\$ 30.00
	Head Protection Weekly Cost	\$ 3.93	
	Total Program Weekly Cost	\$ 12.00	

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount By Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-59.354	\$8.63
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	\$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	\$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.794	\$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	\$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	\$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	\$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	\$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	\$7.45
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes	-49.924	\$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	\$6.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	\$13.28
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers	-59.780	\$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	\$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	\$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-38.430	\$8.28
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets	-73.490	\$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	\$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.153	\$5.63
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages	-60.032	\$5.00
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets	-61.043	\$9.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets	-79.664	\$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	\$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	\$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	\$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	\$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	\$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	\$4.20
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages	-66.848	\$3.65



Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
Services:					
SC	Minimum Order Size per stop	Per stop.	ea	\$55.00	\$45.00
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	\$10.00	\$5.25
Unit Test, Recharge and Repair Parts:					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price.	ea	\$30.00	\$30.00
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	\$40.00	\$31.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	\$33.00	\$43.00
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	\$70.00	\$68.00
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price.	ea	\$30.00	\$28.00
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$40.00	\$33.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$33.00	\$35.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$60.00	\$37.00
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price.	ea	\$30.00	\$28.00
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	\$40.00	\$33.00
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	\$33.00	\$35.00
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	\$60.00	\$37.00
EEPIN	Pull Pin	Per unit.	ea	\$3.25	\$2.75
New Extinguishers:					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$65.00	\$59.00
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$88.00	\$83.00
2.5# ABC Ext	2.1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$42.00	\$42.00
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$195.00	\$195.00
Emergency Light Parts and Services:					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	\$10.00	\$4.35
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	\$18.00	\$12.00
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	\$29.00	\$29.00
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	\$37.50	\$37.50
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	\$39.00	\$39.00
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	\$45.00	\$45.00
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	\$9.00	\$8.00
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	\$9.00	\$8.00

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Item	Description	Comment	Qty	California		USC Pricing	% Savings from US Price
				US Price	Price		

Inspection & Parts

INKS	Kitchen System Inspection - single or first tank	Per system.	ea	\$125.00	\$125.00	\$105.00	16.00%
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea	\$95.00	\$95.00	\$85.00	10.53%
EELINK	Fusable Link	Per unit.	ea	\$12.00	\$15.00	\$9.80	18.33%



Item	Description	Comment	Qty	California	
				Price	USC Price
Inspection & Parts					
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea	\$295.00	\$265.00
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea	\$150.00	\$105.00
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	\$175.00	\$185.00
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	\$325.00	\$275.00
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea	\$135.00	\$110.00

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Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	\$300.00	\$235.00
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.	ea	\$10.00	\$8.50
INFADD	Duct Detectors	Per unit.	ea	\$35.00	\$28.50

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FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	\$150.00	\$105.00
Labor - Overtime	ea	\$200.00	\$157.50
Labor - Weekend/Holiday	ea	\$300.00	\$210.00
Emergency Service Call	ea	\$350.00	\$275.00

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Calling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (Heartsaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$ 686.48	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$ 808.52	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$ 401.72	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$ 503.42	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$ 101.70	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$ 76.28	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$ 55.94	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$ 533.93	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$ 198.32	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$ 40.68	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.
 **Course hours are based on adult only courses and will be longer if pediatric training is done.
 ***Open Enrollment classes are based on local schedules and availability.
 ****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$ 39.66	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$ 41.70	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$ 27.46	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$ 35.60	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$ 22.37	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$ 35.60	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 401.72	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$ 76.28	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$ 35.60	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 503.42	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$ 25.43	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$ 401.72	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$ 401.72	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$ 401.72	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$ 555.95	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$ 788.18	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$ 788.18	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$ 35.60	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$ 489.08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$ 401.72	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$ -	
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$ 50.85	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$ 101.70	Per Class



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: CONSENT

Department: PW - TRAFFIC & TRANSPORTATION

Responsible Staff: BRYAN BARNETT-WOODS

Subject

Authorization for the City Manager to Sign an Agreement with Maryland Department of Transportation for the FY 2024 Transportation Alternatives Program Grant

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to sign an agreement with Maryland Department of Transportation (MDOT) for the FY 2024 Transportation Alternatives Program (TAP) Grant.

Discussion

Department of Public Works (DPW) staff applied for, and received, grant funding through the FY 2024 Transportation Alternatives Program to prepare an engineering design plan for a shared-use path along Fleet Street from Maryland Avenue to Richard Montgomery High School, and along Monroe Street from Fleet Street to E. Middle Lane. This project will contribute to implementing the city's Vision Zero Action Plan, Bikeway Master Plan, and Pedestrian Master Plan.

The grant agreement (Attachment A) is the first step for the City and MDOT to coordinate the implementation of the project.

The 2023 Pedestrian Master Plan includes a shared-use path recommendation on Fleet Street between Maryland Avenue and Park Avenue, and on Monroe Street from Fleet Street to E. Middle Lane. The 2017 Bikeway Master Plan includes a recommendation for bicycle lanes along Monroe Street between Fleet Street and Monroe Place. Currently, there are shared roadways (signs) on both streets. The proposed shared-use paths will enhance the existing facilities and better meet the needs of pedestrians and bicyclists traveling to and from the high school, the Metro station, the Rockville Town Center, and to city and county offices.

The feasibility study for this project was completed in June 2023, as part of a Metropolitan Washington Council of Government (MWCOG) Transportation Land-Use Connections project to evaluate Complete Streets improvements along Fleet Street and Monroe Street. The study determined that a shared-use path could be implemented on these streets to improve multimodal roadway safety and have minimal impact on motor vehicle traffic operations.

Mayor and Council History

This is the first time DPW staff has requested the Mayor and Council authorize the City Manager to sign the FY 2024 Transportation Alternatives Program agreement with MDOT.

Fiscal Impact

The total project cost is \$280,000 of which \$224,000 is grant funded. The remaining \$56,000 will be provided by the city as the local match through the Pedestrian and Bicycle Safety CIP (TD21) (Attachment B).

Public Notification and Engagement

The MWCOG feasibility study included a virtual public meeting with Rockville residents on May 4, 2023, and included discussion of the project findings and proposed alternatives. Comments received by the public were included in the alternatives analysis.

There will be another public meeting to discuss the design of the proposed shared-use path as part of the design phase of this project.

Boards and Commission Review

The MWCOG feasibility study and proposed alternatives were shared with the Rockville Pedestrian Advocacy Committee (RPAC), the Rockville Bicycle Advisory Committee (RBAC), and the Transportation and Mobility Commission (TMC) in May 2023. These groups provided comments related to the alternatives. RBAC recommended the shared-use path alternative as the preferred alternative and staff concurs with this recommendation.

As the design for this project is advanced, the plan will be shared with the RPAC, RBAC, and TMC for additional comments.

Next Steps

After Mayor and Council authorization, the City Manager will execute the grant agreement and City staff will coordinate with MDOT staff to initiate the project.

Attachments

Attachment A - MDOT SHA Original MOU_Fleet and Monroe Complete Streets Agreement,
Attachment B - FY 24 CIP - TD21 Pedestrian and Bicycle Safety

**MEMORANDUM OF UNDERSTANDING
FOR
FLEET AND MONROE COMPLETE STREETS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective this ____ day, in the month of _____ in the year _____, by and between the State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter called “**SHA**,” and the Mayor and Council of Rockville, a body corporate and politic, hereinafter called the “**PROJECT SPONSOR**.”

WHEREAS, certain funds have been set aside in the Federal funding for the Transportation Alternatives Set-Aside from the Surface Transportation block Grant Program (23 U.S.C. 133(h)) under the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), to provide funding for the Transportation Alternatives and Recreational Trails Programs (“**GRANT**”), under the Federal Highway Reauthorization, for the purpose of providing funding for alternative forms of transportation, hereinafter called “**GRANT FUNDING**,” and

WHEREAS, SHA, pursuant to Fixing America’s Surface Transportation Act (Pub. L. No. 114-94) in conjunction with Pub. L. No. 117-58, is authorized to distribute GRANT FUNDING to agencies and organizations within the State of Maryland, hereinafter called the “**AWARD**,” provided the “**PROJECT**”, set forth in Section I. below, is constructed on property that will be accessible to the public by way of public ownership, easement, or other legally binding agreement; and

WHEREAS, SHA is responsible for the supervision of and assistance to the PROJECT SPONSOR for projects financed with Federal funds in accordance with Title 23 of the United States Code, 23 CFR 635.105, 2 CFR Part 200, Federal Highway Administration (FHWA) Form-1273 (Attachment A), Maryland’s Transportation Alternatives (TA) and Recreational Trails (RTP) Program Manuals, and other State and Federal regulations (Attachment B), and is responsible to oversee compliance with regulations based on Civil Rights requirements set forth in 49 CFR Part 21, as well as the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations; and

WHEREAS, the PROJECT SPONSOR is responsible to have adequate project delivery systems and sufficient accounting controls to properly manage the PROJECT as determined by SHA pursuant to 23 U.S.C. 106(g)(4); and

WHEREAS, SHA has authorized an AWARD of GRANT FUNDING for reimbursement to the PROJECT SPONSOR up to the maximum amount of **TWO HUNDRED-TWENTY FOUR THOUSAND DOLLARS (\$224,000)** (Attachment C), (80% of eligible PROJECT costs), to be used by PROJECT SPONSOR on the GRANT Project, as described in Section I. Project Description below; and

WHEREAS, the PROJECT SPONSOR has agreed to co-finance the PROJECT with an amount equal to at least twenty percent (20%) of eligible PROJECT costs, hereinafter called the “**MATCH**”; and

WHEREAS, the minimum MATCH is estimated to be **FIFTY-SIX THOUSAND DOLLARS (\$56,000)**. All MATCH expenditures must be directly related to the PROJECT; and

WHEREAS, the PROJECT SPONSOR desires to cooperate with SHA in carrying out the PROJECT in accordance with the regulations, policies, and procedures of the FHWA, along with the provisions of the Stewardship Agreement between SHA and FHWA dated May 21, 2015, as applicable and outlined in the GRANT Manuals, the Guide for Local Public Agencies and the Stewardship and Oversight Agreement, which may be viewed at <https://roads.maryland.gov/mdotsha/pages/index.aspx?PageId=144>;

NOW, THEREFORE, in consideration of the mutual promises between SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. PROJECT DESCRIPTION

The PROJECT SPONSOR shall: complete 100% design for a separated bicycle facility along Fleet Street from Maryland Avenue to the western entrance to Richard Montgomery High School and along Monroe Street from Fleet Street to East Middle School, as described in more detail in the approved application attached hereto as Attachment D, which is fully incorporated herein.

II. PROJECT SPONSOR RESPONSIBILITIES:

Project Sponsor shall:

- A. Procure all services and materials for which GRANT FUNDING is being used to reimburse the PROJECT SPONSOR in accordance with State and Federal laws and regulations, which include but are not limited to 2 CFR Part 200. The provisions of 2 CFR Part 200 may be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- B. Receive environmental clearance as required for the PROJECT in accordance with the National Environmental Policy Act, prior to authorization of subsequent phases of work (e.g., Right of Way, Final Design, Construction),
- C. In conformance with established SHA and/or Federal procedures, PROJECT SPONSOR shall provide the opportunity for, and hold when required, public hearings for the PROJECT.
- D. All work shall be performed in accordance with plans, estimates, and specifications prepared in accordance with Section B. above, approved in advance, by SHA, if exempt from FHWA oversight, or by SHA and FHWA, if SHA's exempt status is not applicable.
- E. Construct all projects using GRANT FUNDING in accordance with applicable design standards as defined in the TA and RTP manuals.

- F. Prior to the PROJECT SPONSOR submitting their final invoice to SHA for payment of the AWARD, the PROJECT SPONSOR shall provide documentation that the PROJECT SPONSOR paid its eligible PROJECT expenses with the MATCH.
- G. All changes to the PROJECT work shall be acceptable to and approved in advance, by SHA, if exempt from FHWA oversight, or be acceptable to, and approved in advance, by SHA and FHWA, if the exempt status is not applicable.
- H. The cost of any change or additional work that has not been approved by SHA, or by SHA and FHWA, shall be borne solely by the PROJECT SPONSOR.
- I. PROJECT SPONSOR shall maintain the PROJECT both during and after completion of the PROJECT work.
- J. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

III. SHA RESPONSIBILITIES:

SHA shall:

- A. Provide timely review and comment of the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR, within forty-five (45) days following receipt by SHA.
- B. Provide certification of PROJECT acceptance in accordance with 23 U.S.C. and 2 CFR Part 200 Federal requirements, following receipt of the required PROJECT documents from the PROJECT SPONSOR.
- C. Provide oversight inspection and review of the PROJECT to assure all obligations are being met.
- D. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to SHA for actual PROJECT costs, as determined solely by SHA.
- E. Reimburse the PROJECT SPONSOR within forty-five (45) days following the receipt and approval by SHA of each PROJECT invoice.

IV. GENERAL

- A. The PROJECT term will be a total of sixty (60) months or five (5) years. The PROJECT activities covered by this MOU must be completed, invoiced and closed within five (5) years of the MOU execution date.
- B. The AWARD for the PROJECT shall be used only for the stated purposes of this MOU. The AWARD shall not be redirected by the PROJECT SPONSOR for any other purpose.
- C. Any excess AWARD not needed for the PROJECT shall revert to SHA for redistribution to other programmed projects at the sole discretion of SHA. In addition, the funds for this PROJECT shall revert to SHA if the PROJECT remains idle and/or does not move forward within one (1) year of the date of this MOU.
- D. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of SHA, which may be reasonably withheld.
- E. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- F. Title VI Assurances. All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 C.F.R Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix A refers to SHA.
- G. The PROJECT SPONSOR shall maintain, in readily accessible files, all payrolls, contract documents and all other original source documents and records relating to the project costs, for a minimum of three (3) years after SHA makes the final AWARD payment.
- H. If the PROJECT cannot be completed as described in this MOU, the AWARD will be withdrawn and the PROJECT SPONSOR shall return to SHA all AWARD monies previously paid to it, immediately upon demand by SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.
- I. All publications, exhibits, and final products that the AWARD was utilized for must display the SHA logos for recognition purposes.

- J. The PROJECT SPONSOR shall include SHA in the review of primary drafts, external, and public documents that use the GRANT name and/or infer or state the endorsement of SHA.
- K. The PROJECT SPONSOR shall complete a quarterly GRANT Status Report for the PROJECT.
- L. Any amendment to the MOU must be in writing and signed by all the parties to the MOU.

V. CONTACTS

For Mayor and Council of Rockville:

Name: Mr. Emad Elshafei
Title: Chief of Traffic and Transportation Division
Address: 111 Maryland Avenue
Rockville MD 20850
Phone number: 240 - 314-8508
Email: eelshafei@rockvillemd.gov

With a copy to: City Attorney, 111 Maryland Avenue, Rockville MD 20850

(or such other persons as may be formally designated to act)

For SHA:

Name: Cheryl Ladota
Title: Assistant Division Chief
Address: State Highway Administration
707 N Calvert Street
Baltimore, MD 21202
Phone number: 410-545-8552
Email: cladota@mdot.maryland.gov

(or such other persons as may be formally designated to act)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers.

WITNESS:

**STATE HIGHWAY
ADMINISTRATION**

BY: _____ (SEAL)
Matt Baker
Deputy Administrator for Project Development

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Ray Brown
Assistant Attorney General

William J. Bertrand
Director
Office of Finance

Raymond L. Moravec, PE
Director
Office of Planning and Preliminary Engineering

PROJECT SPONSOR

Tax ID: _____

Witness

Name/Title: _____

Signature: _____

Date: _____

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment B

Federal and State Requirements

Grant projects must conform to all applicable Federal and State requirements, metropolitan and statewide planning processes, and public involvement activities, including, but not limited to:

- [United States Code \(USC\)](#);
- [Code of Federal Regulations \(CFR\) Title 23](#);
- [Code of Maryland Regulations \(COMAR\) Title 21](#);
- [Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#), as amended, and provided for under [49 CFR Part 24](#), and [23 CFR Subchapter H Part 710](#);
- [National Environmental Policy Act \(NEPA\)](#);
- [Section 106 of the National Historic Preservation Act \(Section 106\)](#);
- [Section 4\(f\) of the US DOT Act](#);
- [Section 7 of the Endangered Species Act \(Section 7\)](#);
- [Section 404 of the Clean Water Act](#);
- [Chesapeake and Atlantic Coastal Bays Critical Areas Act](#); and
- [Metropolitan and Statewide Transportation Planning Requirements](#)
- 40 U.S.C 3141-3148, The Davis-Bacon & Related Acts
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, *as supplemented by* 2 CFR Part 1201 for Awards by the U.S. Department of Transportation
- 49 CFR 26
- FHWA Transportation Alternatives and Recreational Trails Program Guidance:

www.fhwa.dot.gov/environment/transportation_alternatives/guidance/ta_guidance_2022.pdf



Wes Moore
Governor
Aruna Miller
Lieutenant Governor
Paul J. Wiedefeld
Secretary
William Pines, P.E.
Administrator

October 3, 2023

Mr. Emad Elshafei
Chief of Traffic and Transportation Division
City of Rockville
111 Maryland Avenue
Rockville MD 20850

Dear Mr. Elshafei:

Thank you for applying for Transportation Alternatives (TA) Program funding for the Fleet and Monroe Complete Streets Design project. The State Highway Administration (SHA) appreciates the City of Rockville's interest in the TA Program.

The National Capital Region Transportation Planning Board has informed SHA of its decision to award the City of Rockville \$224,000 in TA Program funds for the Fleet and Monroe Complete Streets Design project. This funding will be used to design a separated bicycle facility along Fleet Street from Maryland Avenue to the western entrance to Richard Montgomery High School and along Monroe Street from Fleet Street to East Middle School.

The SHA administers federal discretionary grant funding apportioned to the TA Program. Project sponsors must meet both federal and State requirements to secure these funds. Ms. Christy Bernal, SHA Office of Planning and Preliminary Engineering (OPPE), Regional and Intermodal Planning Division, TA Program Manager, will contact you shortly to set up a project kick-off meeting and to discuss how the County will seek reimbursement for project expenses. Please be aware that any expenses incurred prior to SHA issuing notice to proceed are ineligible for reimbursement. Accordingly, please do not initiate any aspects of this project for which you anticipate seeking reimbursement until you have received notice to proceed.

Congratulations and thank you for the City of Rockville's participation in the TA Program. If you have any questions, please contact Ms. Bernal at 410-545-5659 or via email at cbernal@mdot.maryland.gov. Ms. Bernal will be happy to assist you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'William Pines, P.E.', written over a white background.

William Pines, P.E.
Administrator

cc: Ms. Christy Bernal, TA Program Manager, RIPD, OPPE, SHA

Transportation Alternatives (TA) FY24 Grant Application

Submitted by Bryan Barnett-Woods on May 11th, 2023 at 3:24 pm

Status: *In Review*

Step: Pending Completeness Check (1)

Project Summary

The content below is read-only and for administrative use only. Please start completing the form starting from the "Applicant Information" section.

Project Name

Fleet and Monroe Complete Streets Design

Type

Transportation Alternatives

Category

Design

Project Sponsor

City of Rockville

County of Project Sponsor

Montgomery

Amount Requested

\$128,000.00

Amount Matched

\$32,000.00

Applicant Information

Applicant #1

First Name

Bryan

Last Name

Barnett-Woods

Title

Principal Transportation Planner

Role

Project Manager

Phone

240-314-8527

Email

bbwoods@rockvillemd.gov

Are you a Grant Writer?

No

Have you completed MDOT's Local Public Agency (LPA) self-evaluation?

Yes

Applicant's Federal Tax ID	Applicant's DUNS
526001573	074830050

Applicant's Organization	Organization Street Address
City of Rockville	111 Maryland Avenue

City	State
Rockville	Maryland

County	Zip Code
Montgomery	20850

Applicant #2

First Name	Last Name
Emad	Elshafei

Title	Role
Chief of Traffic and Transportation Division	Supervisor

Phone	Email
240-314-8508	eelshafei@rockvillemd.gov

Are you a Grant Writer?	Have you completed MDOT's Local Public Agency (LPA) self-evaluation?
No	Yes

Is the Project Manager/Responsible Charge different from the applicants listed above?

No

Project Manager Experience

Does the project manager have prior experience with federal-aid funded projects, the federal procurement process and federal regulations?

Yes

Please provide details of the project manager experience with federal-aid funded projects.

Bryan Barnett-Woods is currently managing the TAP project, Twinbrook Safe Routes to School and Transit Accessibility, awarded in the fall of 2022. Additionally, he will be working alongside City staff who have experience with federally funded projects, including the ongoing Scott Drive/Veirs Drive Shared Use Path and the South Stonestreet Avenue projects. Bryan has experience managing pedestrian and bicycle design and feasibility projects as well as managing staff for long term projects. Moreover, the City engineer who will be assigned to this project has experience with TAP projects. Lastly, other City support staff, including procurement and finance staff, have experience working on federal projects and are familiar with their requirements.
--

Previous Project History

Have you received any TA/SRTS projects in the State of Maryland?

Yes

Please list all previously awarded TA/SRTS projects in the state of Maryland.

Enter Project Title**Award Year**

Twinbrook Safe Routes to School and Transit Accessibility

2022

Was the project completed?**Were there delays?**

No

Project is ongoing; Mayor and Council will authorize Grant Agreement in May 2023.

Enter Project Title**Award Year**

Scott Drive / Veirs Drive Shared Use Path

2018

Was the project completed?**Were there delays?**

No

Project is ongoing; delays for this project have been related to MDOT SHA and City coordination for contractor procurement.

General Project Information

Please answer the following questions using as much detail as possible. The information presented here will be used to determine the project's eligibility and feasibility.

Please select the category of your project

Design

Before design and construction, planning and feasibility projects assess project goals and practicality. These projects may include public engagement or work with stakeholders to determine project benefits, cost estimate or engineering requirements. If the planning and feasibility outcomes are positive, these projects may move into design.

Items needed for consideration for feasibility funding:

Application, cost estimate and project map of desired location

Design projects develop a concept by preparing plans, reports, calculations, estimates and drawings. Design projects can be scoped for full design (from concept to construction ready) or partial design (concept to 30 percent design)

Items needed for consideration for design funding:

Application, detailed cost estimate, project map, concept plans and support letters addressed to applicant.

Construction projects involve the labor and materials to create, modify, install or preserve buildings and infrastructure.

Items needed for consideration for construction funding:

Application, detailed cost estimate, project map, 30-percent design plans at minimum, and support letters addressed to applicant.

Select the categories that best addresses the proposed project. For more information about each category, please refer to the TA Manual.

Project Type:

Transportation Alternatives

Transportation Alternative Categories:

Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

Construction, planning and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized modes of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques.

Project Information

Project Title

Fleet and Monroe Complete Streets Design

Project Location

City of Rockville, Town Center

Is your project statewide?

Project Limits (length/acreage)

2,600 feet

Where is the starting location of the project?

Fleet Street, between Maryland Avenue and Richard Montgomery High School entrance

Where is the ending location of the project?

Intersection of Monroe Street and East Middle Lane

Provide a detailed description of the project, including a clearly defined scope of the improvements to be made using the Transportation Alternative/Safe Routes to School funds.

The Fleet & Monroe Complete Streets Design project is to improve two streets in the Rockville Town Center neighborhood to provide separated pedestrian, bicycle, transit, and motor vehicle facilities for a safer, more convenient, and more comfortable transportation network. Fleet Street and Monroe Street connect to multiple key destinations in Rockville, including City and County offices, the Circuit Court, the Town Center neighborhood, the Rockville Metrorail/MARC/Amtrak station, residential communities for seniors and for individuals with disabilities, and Richard Montgomery High School.

This project will develop a construction-ready engineering plan, including all necessary surveys and utility identification, for adding separated, bidirectional bicycle facilities and floating bus stops along Fleet Street between Maryland Avenue and the western entrance of Richard Montgomery High School and along Monroe Street between Fleet Street and East Middle Lane. Moreover, this project will include developing signal design and intersection plans to incorporate the separated bicycle facility at the intersections of Fleet Street and Monroe Street, and at Monroe Street and East Jefferson Street (MD 28). Finally, this project will include the development of detailed cost estimates for this project's ultimate construction.

The proposed design project will build on the recently completed Transportation Land Use Connections Feasibility Study. This study determined what type of Complete Streets facilities could be added to these roadways and how those facilities may impact congestion and multimodal safety. The feasibility study found that converting from four-lane roadways to three-lane roadways would not have a substantial impact on traffic congestion and could provide a protected bi-directional separated bike/personal mobility lane or a shared-use path. The proposed project is to develop construction ready design plans for upgrading Fleet and Monroe Streets into complete streets, including designing new signals, and bus stops that are integrated into the bicycle facilities.

Provide a short description of the project.

This design project is to develop a construction ready design plan and detailed construction cost estimates for a separated bicycle facility along Fleet Street from Maryland Avenue to the western entrance of Richard Montgomery Highschool and along Monroe Street from Fleet Street to East Middle Lane.

What is the purpose and goal of the project?

The purpose and goal of this project is to ultimately provide Complete Street facilities along two streets in Rockville's Town Center that connect to the Metrorail/MARC/Amtrak Station, Richard Montgomery High School, the County Executive Office Building, and the Rockville City Hall. The goal of this specific project is to develop construction-ready design plans and detailed cost estimates for the separated bicycle facilities, signalized intersections, and bus stops within the project extent so the City can not only continue advancing this project toward implementation, but also gain a more nuanced and detailed understanding of the costs, construction implications, and intersection operational changes that would be necessary to upgrade Fleet and Monroe Streets into Complete Streets.

Please describe the technical data to support the proposed scope (e.g. traffic data, crash/injury data and surveys).

The City of Rockville Mayor and Council adopted a Vision Zero Action Plan in 2020 and the department of Public Works regularly evaluates crash data using the Automated Crash Reporting System (ACRS). Since January 2015, there have been 58 crashes along Fleet Street and Monroe Street within the project extents. This is an average of 6.444 crashes per year and there have been five crashes so far in 2023. Of the 58 crashes, 15 of them involved a possible or suspected minor injury. Eight crashes involved pedestrians.

City staff regularly collect traffic volume and speed data throughout the City. The most recent counts for 85th percentile traffic speeds on both Fleet Street and Monroe Street exceeded the posted limit. Additionally, as part of the feasibility study, turning movement counts were collected at the key intersections in the study area. This data was assessed and modeled to measure the traffic impact of updating the streets from four-lane to three-lanes. The data shows that the level of service changes for only one intersection under one of the concepts. Furthermore, all intersections remain sufficient to accommodate motor vehicle traffic.

What are the past and current uses of the project site?

Both Fleet and Monroe Streets are currently four-lane roadways with standard sidewalks. There are no bicycle lanes on either roadway. These roads provide access to Richard Montgomery High School, residential communities including one for older adults and another for individuals with disabilities, the Rockville City Hall, the County and District Courthouses, the County Executive Building, the Rockville Metrorail/MARC/Amtrak station, and other commercial buildings in the Town Center. These uses will not change should this project be constructed.

How does this project positively affect the community and/or school?

This project will directly benefit the surrounding community by providing a new separated bicycle/personal mobility facility along these two roadways separated from motor vehicle traffic. Separated bicycle/personal mobility facilities are more comfortable for all users and may further encourage some people to ride a bicycle or use a scooter where a non-separated facility would be considered an obstacle to bike riding. Separated facilities have also shown to increase safety for all travel modes. Additionally, this project will extend the City's bicycle network in the Town Center neighborhood including a direct connection to the transit station, making it easier and safer to use transit without relying on an automobile for the first/last mile connection, and to the high school, making it easier for students to walk, roll, or bike to school. Additionally, since these roads create a connection between Richard Montgomery High School and the Town Center, students will benefit by having a wider, separated pedestrian route. This route is already well used by students during lunch and before and after school. Furthermore, the separated bicycle lanes will provide an additional buffer between motor vehicles and pedestrians, creating a more comfortable walking and rolling environment. As shown in a similar nearby bike lane project, repurposing a motor vehicle travel lane so that there is only one travel lane in each direction helped calm motor vehicle traffic speeds and encouraged more motorists to travel at the posted speed limit. This project will make these roads not only safer for people walking, rolling, and bicycling, but also driving.

Does the project provide connections to existing regional trails or pedestrian/bicycle facilities?

Yes

Does the project provide a missing link in the existing transportation network?

Yes

Does this project increase opportunities to meet daily needs without motorized transportation?

Yes

Does this project add features/devices that will improve bicycle and pedestrian safety (e.g. crosswalks, bike/ped signals, lighting, physical barriers to separate facilities)?

Yes

Do all stakeholders support the project?

Yes

Has it been adopted in the local masterplan?

Yes

Is the proposed project in the MPO's Transportation Improvement Program?

No

If yes, please describe in more detail.

Has any public involvement been conducted?

Yes

If yes, what were the outcomes?

The City shared the results of the feasibility study with the Rockville Bicycle Advisory Committee, the Rockville Pedestrian Advocacy Committee (RPAC), and at a virtual public meeting which was open to all residents and which community groups, business associations, and homeowner associations were invited. The Rockville Bicycle Advisory Committee (RBAC) supports the project and preferred Option 1A, which includes an off-street separated bicycle/personal mobility path. This group also raised reservations about bidirectional facilities and the potential for conflicts when motorists are making right turns onto the street, however they recognized that there was not sufficient right-of-way space to have two single direction separated bicycle lanes on Fleet Street nor Monroe Street. RBAC members noted that a bidirectional and separated bicycle facility is better than two non-separated single-direction bicycle lanes. Lastly, RBAC noted that it would be necessary to clearly distinguish the bikeway from the sidewalk as well as how motorists would be able to access the street. These concerns will be addressed during the design phase as part of the proposed project. RPAC also supports the project. However, this group did not have a preferred alternative. This group supported reallocating the road space to increase the buffer between motorists and pedestrians, as well as dedicating space for bicyclists and scooter riders, separate from the sidewalk. Additionally, RPAC members supported intersection improvements that would include leading pedestrian intervals and help increase pedestrian safety when crossing the Fleet Street and Monroe Street intersection. Lastly, this committee raised questions related to how the off-street separated bikeway (Option 1A) would be differentiated from the sidewalk as well as how it would be clear to bicyclists that they must yield to transit riders at the bus stops. These issues will also be addressed during the design phase of this project as part of the proposed project. Neither RBAC nor RPAC had comments related to the one-way versus two-way alternatives for the northernmost block of Monroe Street. RBAC members indicated that either option was fine and they would support the option that motorists supported. During the virtual public meeting participants indicated their support for the project. While there was no clear preferred alternative, residents noted that transitioning from a four-lane to three-lane road would improve the overall experience on Fleet Street and Monroe Street. Residents also noted that improvements to the intersection of Fleet Street and Monroe Street are appropriate, including additional pavement for pedestrian to wait for the signal and for turning vehicles. Lastly, a resident recommended that additional lighting be added to Fleet Street. All the concerns raised during the public meeting will be evaluated and addressed as part of the proposed project.

Were there any informal community meeting(s) conducted?

Yes

If yes, what were the outcomes?

During a public meeting to discuss a sidewalk feasibility study, residents of the Victory Court Community, an older adult residential community which abuts the project extent, shared their concerns related to walking along Monroe Street as well as crossing Fleet Street at its intersection with Monroe Street. While none of the residents mentioned riding bicycles, they supported the project and efforts to reduce motor vehicle speeding on these streets as well improve the pedestrian environment. Specifically, residents supported improvements to the Fleet Street and Monroe Street intersection that would improve the pedestrian experience. They had requested that the project scope be extended to include the segment of Monroe Street south of Fleet Street.

Other type of outreach conducted

Social Media, Website

Schools

Metropolitan Planning Organization (MPO)

An MPO is a federally mandated and federally funded transportation policy making organization that is made up of representatives from local government and government transportation authorities.

[Click here](#) to see if your project is within one of these MPO's.

Based on your organization's location, your project falls under the following MPO group:

National Capital Region Transportation Planning Board (TPB)

MPO Required Information

National Capital Region Transportation Planning Board (TPB) Required Questions.

1. Describe how the project addresses the National Capital Transportation Planning Board's (TPB) goal to provide a comprehensive range of transportation options and improve accessibility of transportation facilities for pedestrians, bicyclists infrastructure and other non-drivers.

This project, when implemented, will provide a bicycle facility separated from motor vehicle traffic along two key road segments in the Rockville Town Center neighborhood. In addition to providing a new protected bicycle/personal mobility facility, this project would improve the pedestrian experience by expanding the buffer between the sidewalk and motor vehicle travel lanes, and would calm motor vehicle traffic by repurposing four-lane roads into three-lane roads. These improvements contribute to creating a safer and more convenient routes for pedestrians, bicyclists, and transit users, which is especially valuable because this project directly connects to the pedestrian bridge for the Rockville Metrorail/MARC/Amtrak station, making it easier for Rockville residents to not only access the regional transit network, but also for everyone in the region to access Rockville Town Center, County and City offices, Court Buildings, and other destinations without relying on an automobile.

2. The TPB is committed to road user safety and prioritizes the implementation of projects that strive to reduce the number of fatal and serious injury crashes on the region's roadways in an equitable and non-racist manner (TPB Resolution RS-2021).

2a. Is the project intended to improve roadway safety?

Yes

2b. Describe how the project will reduce fatal and serious injury crashes on the region's roadways. Also note if the project has a particular focus on reducing pedestrian fatalities.

Complete Streets projects, especially projects where the number of motor vehicle travel lanes are reduced, has shown to reduce the overall travel speeds of motorists, which in turn can help reduce the frequency of crashes as well as the severity of crashes when they occur. Additionally, motorists traveling slower are more likely to yield to pedestrians in crosswalks than motorists traveling faster. The proposed project will reduce the number of travel lanes from two in each direction to one in each direction and a shared tun lane. It is expected that this will reduce motor vehicle speeds on both streets.

Additionally, the repurposed roadway space will be used for a separated bicycle/personal mobility facility, which will not only permit bicycle or scooter riders to travel in their own designated space separated from motorists, but also provide a wider buffer between motorists and pedestrians, reducing the likelihood of motor vehicle pedestrian crashes on the sidewalk.

Lastly, adding a bi-directional bikeway or cycle track to these streets will require a new signal plan at the two signalized intersections within the project extent. Incorporating potential geometric changes to the intersections as well as the signal plan, both parts of the proposed project, can help improve intersection safety for pedestrians by ensuring that pedestrians are visible in the intersection and their presence is established before motorists complete right or left turns.

While the primary focus of this project is to provide multimodal facilities and increase accessibility to transit and the Rockville Town Center, it will also improve safety for pedestrians.

3. The TPB is committed to supporting accessibility for persons with disabilities, low-income and under-represented populations and people with limited English proficiency.

3a. Describe how this project promotes accessibility for under-represented communities.

This project is in an equity emphasis area with a population of older adults 2.02 times the regional average and a population with limited English proficiency 1.63 times the regional average. The project also borders a census tract with a population of persons with disabilities 2.02 times the regional average. Multimodal transportation options, such as safe walking/rolling, bicycling, and transit are more likely to be used by low-income individuals, minority groups, or older populations, and provide vital access to populations who may not be able to drive because of age, ability, or cost, which is especially important for conducting business at local government offices or facilities.

Additionally, this project abuts an older adult residential community as well as a community for individuals with disabilities. Upgrading Fleet Street and Monroe Street will help make walking, rolling, bicycling, and riding transit a more comfortable and safer experience.

3b. Describe how this project enhances transportation facilities for those with specialized transportation needs, pursuant to the requirements of the Americans with Disabilities Act (ADA).

As part of this project, all facilities will be designed to follow ADA guidelines and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. This includes ensuring sidewalks, curb ramps, pedestrian signals, and bus stops all follow ADA guidelines. Moreover, the facility designs will also follow the Montgomery County Department of Transportation, "Planning and Designing Streets to be Safer and More Accessible for People with Vision Disabilities." This guide was referenced during the feasibility study for designing bus stops. Lastly, this project will clarify how to best design and build pedestrian and bicycle facilities that abut one another as well as the motor vehicle travel lanes. This includes not only designing visual and tactile differentiation between the pathways, but also ensure that conflict points between modes are minimized at intersections.

3c. Is this project located in a TPB-designated Equity Emphasis Area? (www.mwcog.org/tpb-equity-emphasis-areas)

Yes

The TPB is committed to supporting accessibility for persons with disabilities, low-income and under-represented population, and people with limited English proficiency.

4. The TPB aspires to optimize regional land-use balance to support a strong regional economy, including a healthy regional core and dynamic activity centers. This involves increasing jobs and housing around underused rail stations and Activity Centers with high-capacity transit.

4a. Is any portion of the project located within a Regional Activity Center? (www.mwcog.org/activitycenters)

Yes

4b. If yes, which Center?

Rockville Town Center

4c. Describe how this project will improve accessibility and increase transportation alternatives within the Activity Center.

The proposed project will extend and connect into the existing Town Center bicycling network, filling in a key gap between the Carl Henn Millennium Trail, the transit station, and the rest of Town Center. This will increase bicycle access to the Town Center by many neighborhoods in the City. The project will also improve the pedestrian and environment along two streets that connect the Metrorail/MARC/Amtrak station to the Town Center and to the neighborhoods to the south of Town Center. Complete Streets increase the opportunities for residents, employees, and visitors to walk/roll, bicycle, or take transit to Town Center, because they can do so along routes that anticipate and accommodate the needs of people choosing alternative transportation options.

4d. Describe how the project will support increased jobs and housing within the Activity Center.

The proposed project is located within the Rockville Town Center MWCOCG Regional Activity Center, one of the densest commercial and residential areas in Rockville. Designing and providing Complete Streets facilities along these streets will increase everyone's ability to access homes, businesses, and government offices, and transit without the need of an automobile, which in turn can help reduce the amount of traffic congestion in the Town Center. Reducing reliance on automobiles will help increase activity in this area because businesses and homes will be able to dedicate less space to storing automobiles, employers may not need to provide employee parking, residents will be able to choose a car-lite lifestyle and dedicate less space to vehicle storage.

5. The TPB aspires to improve pedestrian and bicycle access to high-capacity transit stations.

5a. Is this project within 3/4 of a mile of a Metrorail (existing or under construction), commuter rail station, or region-wide bus rapid transit station?

Yes

5b. If yes, which station?

Rockville Metrorail/MARC/Amtrak Station

5d. Describe how this project will improve pedestrian and bicycle infrastructure connecting to the station.

The Rockville Metrorail/MARC/Amtrak Station is located on the eastern side of Rockville Pike (MD 355) and is primarily accessed via a pedestrian bridge that terminates at Monroe Street. The proposed project will directly connect to the pedestrian bridge entrance. Additionally, this project will complete a gap in the multimodal infrastructure between the transit station and the surrounding area. The northern extent of this project will connect to a protected bicycle lane along E. Middle Lane, which is currently under construction, and provides another route through the Town Center. Additionally, the southern extent of this project connects into the existing trail network, connecting to an existing shared use path and then the Carl Henn Millennium Trail, a ten-mile off-street shared use path that connects to dozens of residential communities and commercial areas in Rockville.

5c. Is the project located in a TPB-designated Transit Access Focus Area (TAFA) (www.mwcog.org/maps/map-listing/tafa/)

Yes

5e. Describe how the project will support increased jobs and housing near the station.

The proposed project is located within an MWCOG Transit Access Focus Area and the proposed Complete Streets project will abut one of the primary entrances to the Rockville Metrorail/MARC/Amtrak station. Providing safe and convenient walking/rolling, and bicycling routes that are separated from motor vehicles helps reduce individual reliance on automobiles, especially for first-and-last mile trips to the transit station. This makes it easier for denser housing and commercial space to be built near the transit station, because residents and employees can use pedestrian or bicycling modes to reach the station. Similarly, it simplifies trips for visitors and employees to the Rockville Town Center, because the Complete Streets project will make trips from the transit station to their destination safer and less impacted by motor vehicle traffic. These facilities will help open up job opportunities to residents in the region who may not have access to an automobile.

6. The TPB encourages development of high-priority regional trails particularly those that support completion of and connections to the National Capital Trail Network. (www.mwcog.org/maps/national-capital-trail)

6a. Describe how this project supports high-priority regional trails.

The proposed project's southern extent on Fleet Street abuts an existing 0.75-mile-long shared use path that connects directly into the Carl Henn Millennium Trail, which is one of the longest trails in Rockville and an existing trail in the Capital Trails Network. If implemented, this project would fill a gap between the Rockville Town Center Neighborhood and the Capital Trails Network with a route that is separated from motor vehicle traffic. Additionally, this project would help connect to the planned Capital Trails Network trail along MD 355.

6b. Is this project part of the National Capital Trail Network (NCTN) or is it connected to the NCTN?

Yes

7. Describe how the project fills a gap in the existing non-automobile transportation infrastructure.

Fleet Street has signage indicating that bicyclists and motorists should share the roadway, but does not have any designated bicycle lanes or protected bicycle facilities. Monroe Street does not have any shared roadway signage nor any designated bicycle lanes. This project would directly fill a gap in bicycle infrastructure on both streets.

Both streets have standard sidewalks, however there is no buffer between the sidewalk and roadway on Fleet Street, and there is only a buffer on parts of the road along Monroe Street. This project would provide a wide buffer, created by the proposed bicycle facility, along the full extent of one side of each street. While sidewalks exist on these roadways, residents have indicated that walking along these roads and crossing the street can be problematic because of motor vehicle traffic. Furthermore, residents have identified areas in the proposed project as “points of concern” in the City’s Vision Zero Survey or have experienced “near misses.” The proposed project would help fill a gap in the pedestrian infrastructure by increasing the buffer between sidewalk and the roadway and by reducing opportunities for motorists to exceed the posted speed limit, both of which will help improve the pedestrian perception of safety.

8. Describe public participation activities to date on the proposed project and what has been done to obtain public and community support.

Both streets are included in the City's Bikeway Master Plan; Monroe Street includes a recommended bicycle lane and Fleet Street includes a recommended shared roadway. Moreover, the City's recently adopted Comprehensive Plan and Vision Zero Action plan both include policies to increase multimodal travel. The Comprehensive plan specifically sets out goals to Implement Complete Streets projects, promote walking, rolling, and bicycling, and maximize the use and value of transit services.

Additionally, as part of the feasibility study for this project, concept plans were shared with the Rockville Bicycle Advisory Committee, the Rockville Pedestrian Advocacy Committee and with members of the public at a virtual public meeting. These groups provided comments that were incorporated into the results of the feasibility study and proposed to be reviewed at the design phase. As this project advances, the public and key stakeholder groups will continue to have input and an opportunity to raise concerns with the project.

9. Describe project coordination with other agencies and jurisdictions.

As part of the feasibility study, the City coordinated with the Maryland Department of Transportation State Highway Administration (MDOT SHA) District 3 office to solicit comments and incorporate their suggestions regarding the proposed bicycle/ personal mobility facilities and to discuss potential options for modifying the traffic signals at the Monroe Street and E. Jefferson Street intersection, which is owned by the State.

Additionally, the City of Rockville collaborated with the Montgomery County Department of General Services to obtain their comments as this project would abut County parking structures and the County Executive Office Building. The City also coordinated with The Montgomery County Department of Transportation (MCDOT) to receive feedback about the County’s standards for integrating bicycle lanes and bus stops as well as with the MCDOT RideOn office to obtain comments related to how this project can work with the County’s bus transit.

10. Describe how the project fits within locally adopted master plans and specific goals of other organizations and local government agencies.

The Fleet and Monroe Streets Complete Streets Design project aligns well with the current adopted public plans and policies of the City of Rockville. The City has had an approved Complete Streets policy since 2008 and there have been multiple planning and policy documents since then that support this project. The City of Rockville Mayor and Council adopted a comprehensive plan through an extensive public process in the fall of 2021. This master plan identifies key transportation goals for city, the first goal is to “Provide safe transportation facilities for all modes by implementing Complete Streets projects and attaining Vision Zero goals,” and the second goal is to, “Promote walking, rolling, and bicycling modes with new and upgraded facilities.” This project directly contributes to achieving these goals.

The Mayor and Council also adopted a Vision Zero Action Plan in July 2020, which also directs the City to “Expand the Network of Safe Bicycle Facilities,” and “Improve Traffic Signals.” The proposed project will help complete these actions. It will also help increase transportation safety for all modes, shown by a similar and recently completed Complete Streets project that has resulted in a significant reduction in the number of speeding tickets issued to motorists.

Moreover, the Bikeway Master Plan was adopted through a public process in 2017 and proposes bicycle facilities for Fleet and Monroe Streets. This plan recommends bicycle facilities throughout the City, and establishes a goal to, “Improve the safety of bicycling in Rockville for users of all groups,” specifically ensuring that bicycle projects also account for pedestrian safety.

Lastly, the Mayor and Council also recently adopted a climate action plan, which recommends implementing the Bikeway Master Plan, the Vision Zero Action Plan, and expanding multimodal transportation.

11. Describe how the project originates from planning work conducted in the jurisdiction. Note if the project is included in any official planning documents and how it supports the local land use plan.

The proposed project originated in the City’s Bikeway Master Plan, which recommends bicycle lanes on Monroe Street and a shared roadway on Fleet Street. Furthermore, this project considers the City’s Complete Streets Policy, the safety goals from the Vision Zero Action Plan, and multimodal transportation goals in the City’s Comprehensive Plan.

Additionally, this project originated in response to resident service requests related to pedestrian safety at the intersection of Fleet Street and Monroe Street. Residents have indicated challenges crossing the street, motorists not yielding to pedestrians in the crosswalk, and general concerns related to motor vehicle traffic speeds on Monroe Street. While the City has increased crossing times at the intersection, roadway alignment and geometric changes are necessary to improve the pedestrian perception of safety as well as increase safety by reducing conflict points at intersections and increasing the buffer between pedestrians and motorists.

Additionally, the City is currently developing a Pedestrian Master Plan, which establishes a goal to ensure pedestrian accessibility and to increase walking and rolling, both of which would be supported by this project. The 2001 Rockville Town Center Plan also recommends encouraging pedestrian activity and safe, comfortable, and wide sidewalks. Furthermore, the City is updating the Rockville Town Center Plan, which will not only include this project, but also reflect the need for multimodal transportation to support higher densities in Town Center.

Baltimore Regional Transportation board (BRTB) Required Question

Describe the motivation for the project and how it advances the Goals and Strategies of Resilience 2050.

Environmental Resources

The environmental and cultural resources process is relevant for all projects including planning and feasibility studies, design projects and construction projects. Since the TA Program is funded with federal resources, all projects using TA funding must comply with the National Environmental Policy Act (NEPA). Answer the questions below to better understand if the proposed project may have impacts on environmental resources.

Will the proposed project have impact on Agricultural Lands?

No

Will the proposed project have impact on Recreational or Parklands?

No

Will the proposed project have impact on Historic Sites - archaeological areas or standing structures?

Will the proposed project have impact on Wetlands or Waters of the US?

Will the proposed project have impact on Floodplains?

Will the proposed project have impact on Forests?

Will the proposed project have impact on Critical Areas/Coastal Zones?

Will the proposed project have impact on Endangered Species?

Will the proposed project have impact on Hazardous Waste Sites/Hazardous Materials?

Will the proposed project have impact on Air Quality?

Have conversations about NEPA and Environmental Permits begun?

Please describe any Other Environmental Impact

The proposed project is a design project. Should it progress to implementation, the project is expected to be built fully within the public right-of-way. Protected bicycle/personal mobility facilities and improved bus stops are expected to encourage more Rockville residents and visitors to travel by means other than automobiles, especially when traveling to the transit station or to the Town Center. This may have beneficial impacts related to transportation emissions, noise, and safety. It is not expected to have any negative environmental impacts.

Project Right-of-Way

This section of project right-of-way (ROW) and access includes questions designed so that the proposed location can be identified. ROW can be acquired by one of the three means: paid compensation, donation, or right-of-entry agreement.

Do you own the property within the project limits?

How many owners or parcels are located within the project location? (max 99)

If property owner is MDOT SHA, have you discussed project with MDOT SHA?

How many parcels will need to be acquired for this project? (max 99)

Have plats been completed?

Has an appraisal been completed?

Are there any utilities in the proposed project location?

If Yes, which utility company?

Project Status

Please provide as much detail in order to determine the project's readiness to proceed.

Has design work started?

Identify the percentage of design complete at time of application submittal.

What percentage of design of the project is complete at the time of this application submittal

What is the anticipated completion date for 100% final design of the project?

Project Design Status

ADA compliance is required for all project receiving TA Program funds. Has ADA compliance design started?

Provide explanation

Hydrologic and hydraulic design is required for all project receiving TA Program funds. Has hydrologic and hydraulic design started?

Provide explanation

Landscape design is required for all project receiving TA Program funds. Has landscape design started?

Provide explanation

Does this project include Structural/Foundation design elements?

Does this project include Traffic Control design elements?

Please select all the apply

Traffic Signalization, Pedestrian Signalization, Pavement markings, Temporary Maintenance of Traffic

Has Traffic Control design started?

No

Does this project include Signage design elements?

No

Does this project include Lighting design elements?

No

Professional Consultant Services**Do you intend on using in-house engineering services or do you intend on procuring professional engineering consultant services?**

Yes - Procure

Have you already procured consultant services?

No

Design Project Status: From Advertising through Project Closeout**Advertisement date for Design**

Apr 30, 2024

Technical Proposal Submittal Date

May 31, 2024

Issue Notice to Proceed (NTP) for Design

Jun 30, 2024

Expected Design Completion Date

Jan 31, 2026

Expected project close out Date

Feb 28, 2026

Project Maintenance**Who will maintain the project?**

Applicant

Describe the plan to provide for ongoing maintenance costs?

The City of Rockville includes an asphalt and concrete repair and maintenance in its annual operating budget. Once this project is constructed, its maintenance will be included in those ongoing budget items.

Do you have local or government support?

Yes

Project Costs

Requested Funds

MDOT SHA will add ten percent to the total TA/SRTS funds requested for all construction awards. These costs help cover MDOT SHA's cost of design plan review, regulatory compliance, construction oversight, and material testing. This allows MDOT SHA to use TA/SRTS funding for administrative costs rather than passing these costs on to the sponsor. The sponsor will be responsible for the additional match associated with these costs.

*Final numbers are subject to change, depending on final project costs.

Cost-Sharing Agreement

MDOT SHA will add ten percent to the total TA/SRTS funds requesting construction funding. These costs help cover MDOT SHA's cost of design plan review, regulatory compliance, district construction oversight and material testing. *The construction oversight is not a full-time on-site personnel, if that is needed, please follow up with TA team and District office.* The project sponsor will be responsible for the additional match associated with these costs and a cost-sharing agreement will be executed before start of construction. A cost-sharing agreement is on top of an executed Memorandum of Understanding for the awarded construction project.

Line Item	Description	
Design/Project Development	100% design plan for Fleet Street and Monroe Street Complete Street facilities including survey, site visit, utilities coordination, storm water management design, MOT plan, signal plans, and construction cost estimates.	
Unit Price/Hourly Rate	Total Units/Hours	Line Total
\$118,000.00	1	\$118,000.00

Line Item	Description	
Other	Public Engagement and project meetings - development of materials for multiple public meetings and stakeholders groups, facilitation of public and stakeholder meetings, and minutes and summary of meetings. Design review meetings for project milestones and regular project status meetings.	
Unit Price/Hourly Rate	Total Units/Hours	Line Total
\$10,000.00	1	\$10,000.00

Applicant Requested Funds

\$128,000.00

Cash Match

Minimum Match Required	Total Match Provided
\$32,000.00	\$32,000.00

Total Match Insufficient

--

Do you have the cash in hand or is it promised after awarded?

Promised after awarded

Description

The City of Rockville annual budget includes funding for Vision Zero related projects including design and construction. The City will use this funding for the local match.

Match Line Total

\$32,000.00

Application Summary Information

SHA Grant Management Cost

\$0.00

TA/SRTS Grant Request

\$128,000.00

Applicant Provided Match

\$32,000.00

Total Project Cost

\$160,000.00

Will this amount complete the project?

Yes

Will this amount complete an independent/stand-alone phase of the project?

Yes

If no, please describe how applicant will make up the difference in project cost.

Supporting Documents

Project map and detailed cost estimate must be uploaded with all applications. If seeking construction funding, design plans must be submitted. If seeking design funding, conceptual plans must be submitted.

All support letters should be addressed to the project sponsor.

Project Map



[Rockville_Fleet-Monroe_Complete-Streets_Map.pdf \(7.03 MB\)](#)

Cost Estimate



[Rockville_Fleet-Monroe_Complete_Streets_Estimated-Project_Budget.pdf \(0.13 MB\)](#)

30% Design plans for construction or Conceptual for design projects.



[Rockville_Fleet-Monroe_Complete_Streets_Concept-Plans.pdf \(8.55 MB\)](#)

Please select any additional types of documentation you would like to upload with this application. Please note that no additional documentation is required.

Support Letters

Support Letters



Rockville_Fleet-Monroe_Complete_Streets-Letters-of-Support.pdf (0.3 MB)

Below are the breakdown of project types and what items are needed with the application. Remember this is federal funds, there is a cash match component of 20-percent, National Environmental Policy Act (NEPA) needs to be obtained for ALL projects. Failure to provide all items needed for funding determination can result in application not moving into the review process.

Acknowledgement

Review the information below and the applicant will certify the following:

Project development will comply with all state and federal regulations.

Yes

The project will advertise within two years of kick-off meeting.

Yes

The applicant organization will provide technical guidance and oversight throughout project development.

Yes

The budget accurately reflects cost of proposed project.

Yes

The applicant organization understands that these funds must be expended in a timely manner by submitting invoices every month or quarterly.

Yes

The applicant organization will be responsible for ensuring future maintenance and operating costs of the completed project.

Yes

The applicant organization understands that delays of project in a timely process may result in a loss of funding.

Yes

Are there any known contingencies that may delay the schedule such as property acquisition, another project or assembly of funds?

No

Applicant understands and agrees with above statements.

I agree to be legally bound by this document.

In Review

Completeness Check

Awaiting to be assigned to someone in MDOT TAP Core Team since May 11th, 2023 at 3:24 pm



Pedestrian and Bicycle Safety: FY21-FY25 (TD21)



Description: This project develops and constructs pedestrian and bicycle safety facilities associated with the Vision Zero Action Plan. It includes feasibility analyses, design work, and construction of new pedestrian and bicycle traffic control devices and facilities. When available, federal and State grant resources will be used for this project.

Changes from Previous Year: Funding was increased each year to accelerate the implementation of Vision Zero action items, and grant funding was added during FY 2023.

Current Project Appropriations

Prior Appropriations:	1,490,797
Less Expended as of 4/14/23:	67,416
Total Carryover:	1,423,381
New Funding:	200,000
Total FY 2024 Appropriations:	1,623,381

Critical Success Factor: Planning and Preservation

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan; Pedestrian Policies and Guidelines for Neighborhood Traffic Management

Anticipated Project Outcome: Streets that are safer and better connected for pedestrians, bicyclists, and transit riders.

Project Timeline and Total Cost by Type: Funding was added to accelerate the implementation of Vision Zero action items and to recognize awarded grants. Funding for work not completed in the prior five year project (4B71) was transferred in to allow the prior project to close.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2021 through FY 2025 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2021	FY 2021	FY 2025	FY 2025	50,000	558,093	508,093	1016%
Construction	FY 2021	FY 2021	FY 2025	FY 2025	300,000	1,232,704	932,704	311%
Other	-	-	-	-	-	-	-	-
Project Total (\$):					350,000	1,790,797	1,440,797	412%

Project Funding: This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments.

Source	Prior	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total
Paygo (Cap)	437,181	200,000	100,000	100,000	100,000	100,000	-	1,037,181
Grants (Cap)	596,900	-	-	-	-	-	-	596,900
Paygo (Act)	322,598	-	-	-	-	-	-	322,598
Paygo (Spd)	134,118	-	-	-	-	-	-	134,118
Total Funded (\$)	1,490,797	200,000	100,000	100,000	100,000	100,000	-	2,090,797
Unfunded (Act)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	1,490,797	200,000	100,000	100,000	100,000	100,000	-	2,090,797

Operating Cost Impact: Signal maintenance, signs, line striping, repairs, stormwater management, and landscaping.

Fund	Prior	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total
General	2,000	1,000	1,000	1,000	1,000	1,000	-	7,000

Project Manager: Bryan Barnett-Woods, Principal Transportation Planner, 240-314-8527.

Notes: This project first appeared in the FY 2021 CIP. FY 2024 work includes design and construction of high priority bikeway facilities recommended in the 2017 Bikeway Master Plan, including the Martins Lane bicycle lanes; intersection improvements associated with the Vision Zero Action Plan, including hiring a consultant to evaluate and design improvements at six intersections; completion of accessibility/amenity improvements to 58 bus stops; and the Scott-Veirs Drive shared-use path feasibility study.



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: CONSENT

Department: PW - FLEET SERVICES

Responsible Staff: KEITH VOGEL

Subject

Award a contract, in the amount of \$268,591, in the form of a purchase order, to THC Enterprises, Inc., d/b/a Mid Atlantic Waste Systems, of Easton Maryland, for the purchase of one leaf collection truck, known as a Pac Mac truck-mounted leaf vac, consistent the Virginia Sheriff's Association Cooperative Purchase Contract #24-05-0713

Department

PW - Fleet Services

Recommendation

Staff recommends that the Mayor and Council award a contract, in the amount of \$268,591, in the form of a purchase order, to THC Enterprises, Inc., d/b/a Mid Atlantic Waste Systems, of Easton Maryland, for the purchase of one leaf collection truck, known as a Pac Mac truck-mounted leaf vac, consistent with the Virginia Sheriff's Association Cooperative Purchase Contract #24-05-0713.

Discussion

The replacement of one truck mounted leaf vac was approved in the FY 2024 Adopted Operating Budget (Attachment A). This truck will replace Truck #449, a 2000 International 4900 and unit #690, a 2009 ODB leaf collector. The leaf vac truck is the main vehicle used in the collection of leaves by Public Works.

Per Resolution 02-22, Transition the City On-Road Fleet to Cleaner and More Efficient Fuel Sources, staff evaluated alternatives for this vehicle replacement. The conversion of this heavy-duty refuse truck to electric is not feasible at this time due to the unavailability of a model that has demonstrated performance to meet the City's 10-hour duty cycle. Additionally, the electrification of heavy-duty fleet vehicles requires significant upgrades to the Rothgeb Maintenance Facility to support charging. The City is currently focused on Phase I of the Electric Vehicle Infrastructure CIP (GA23), which focuses on providing EV charging infrastructure to support the light duty fleet. Planning for the heavy-duty fleet will not begin until FY 2025, which is after this vehicle is anticipated to be placed into service. Staff will continue to monitor the market for available clean fuel and hybrid models that may be suitable for the heavy-duty refuse fleet.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

In accordance with Rockville City Code, Section 17-71(b), *Cooperative Procurement*, the City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided to other State or local governments or agencies thereof, who have arrived at those terms through a competitive procurement procedure similar to the procedures used by the City.

The Virginia Sheriff's Association (the "**Association**") conducted a competitive procurement process for a variety of heavy vehicles, including the type of leaf collection truck the City proposes to purchase. THC Enterprises, Inc., d/b/a Mid Atlantic Waste Systems ("**Mid Atlantic**") was one of the companies with whom the Association contracted after this competitive process. The Association serves as a municipal contracting agency throughout the country with competitively awarded contracts.

The Association contract gives the City the best pricing for this vehicle, as these contracts are for a large number of vehicles that are purchased nationwide. By using the contract, the City benefits from the volume pricing that is offered instead of issuing a competitive solicitation for only a few vehicles.

In accordance with Subsection (a) of Rockville City Code Section 17-39, *Awarding Authority*, all contracts, including those done via purchase order, involving more than \$100,000 shall be awarded by Council.

The purchase order that will be issued for this purchase incorporates the terms and conditions of the Association's Cooperative Purchase Contract applicable to this purchase. The purchase order will be signed by both the City and Mid Atlantic. The purchase order is attached as Attachment B and the Association's contract is provided as Attachment C.

Mid Atlantic Waste Systems is a non-Minority, Female, Disabled, or Veterans (non-MFD-V) business.

To view all contract documents, click the link below:

<https://www.swisstransfer.com/d/cb55de43-f4f8-484b-a50e-9f5e5c869fdf>

Fiscal Impact

The FY 2024 Adopted Budget includes \$222,860.00 in the Refuse Fund for the replacement of this truck. The remaining \$45,731.00 has been funded through Refuse contingency funds.

Next Steps

Upon Mayor and Council approval, the Procurement Division will issue a Purchase Order to Mid Atlantic Waste for the purchase of one leaf vac truck.

Attachments

Attachment A _ FY24 Fleet Replacement Schedule, Attachment B _DRAFT PO 850-0213240290 MID ATLANTIC - PAC MAC LEAF TRUCK, Attachment C _ Contract Award Agreement with VSA



Fleet Replacement Schedule

The city's Fleet Services Division continually monitors and maintains the city's fleet to ensure maximum useful life. Staff review the fleet each year and recommend replacement for vehicles meeting specific age, mileage, meter hours, condition, and usefulness criteria. When possible, vehicles will be reassigned within or between departments in order to maximize full unit life under the replacement criteria. Factors such as serviceability and technological life are also taken into consideration when making recommendations for replacement. The Fleet Services Division is responsible for ensuring that vehicles acquired are equipped with available features intended to enhance safety for motorists, pedestrians, and bicyclists in accordance with the Vision Zero Action Plan.

The vehicles shown below are scheduled for replacement in FY 2024. The FY 2024 budget also includes funding to lease (in lieu of replacing) an additional 41 vehicles as part of the lease program that began in FY 2020, bringing the total number of leased vehicles to 170. In support of the city's Climate Action Plan, staff anticipates that 25 of the vehicles acquired in FY 2024 will be electric.

Fund	Dept	Unit	Est. Cost
General	PW	Light Duty Dump Truck	\$120,000
General	R&P	Medium Duty Dump Truck	\$120,000
General	PW	Heavy Duty Dump Truck	\$220,000
General	R&P	Heavy Duty Dump Truck	\$220,000
General	PW	Tandem Axle Dump Truck	\$255,000
General	PW	Roller	\$32,000
General	R&P	Mini Track Loader	\$40,500
General	CMO	Forklift	\$42,410
General	PW	Concrete Saw	\$13,000
General	R&P	Tow Behind Chipper	\$125,000
General	PW	Sweeper Attachment	\$10,000
General	PW	Light Duty Saltbox	\$9,000
General	PW	Heavy Duty Saltbox	\$16,000
General	PW	Medium Duty Plow	\$7,000
General	PW	Heavy Duty Plow	\$16,000
Sewer	PW	Utility Truck	\$203,650
Sewer	PW	Truck-Mounted Compressor	\$15,920
Refuse	PW	25-yard Automated Leaf Truck	\$222,860
Refuse	PW	Rear Load Packer	\$292,900
SWM	PW	Mini Excavator	\$88,080
TOTAL for Planned Vehicle Purchases:			\$2,069,320



Purchase Order

City of Rockville
Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573
PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:	PO Number:
PO 850	0213240290
Purchase Order Date:	

Vendor Number: VC0000102097

Phone:

Email:

Contractor Address (Mail To):

THC ENTERPRISES, INC. 10641 CORDOVA ROAD EASTON, MD 21601

SHIP TO: Fleet Services Fleet Services 14625 Rothgeb Drive Rockville, MD 20851 ATTN: Keith Vogel
--

Contract Number: RD1020	Proc. Type: Purchase Order
Version Number: 1	Comment:
Delivery Date:	Confirmation: No

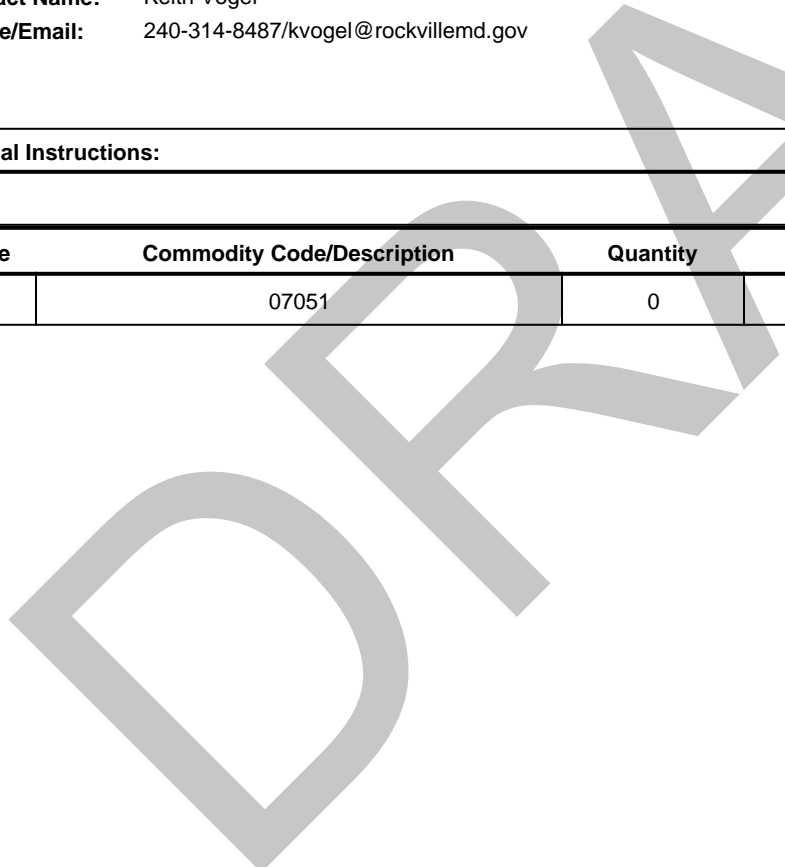
BILL TO: Fleet Services Fleet Services 14625 Rothgeb Drive Rockville, MD 20851
--

Contact Name: Keith Vogel
Phone/Email: 240-314-8487/kvogel@rockvillemd.gov
FOB:

Grand Total Amount: \$268,591.00
Purchasing Contact: Regina Washington
Phone/Email: 240-314-8431/rwashington@rockvillemd.gov

Special Instructions:

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
1	07051	0		\$0.00	\$268,591.00





Purchase Order

City of Rockville

Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573

PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

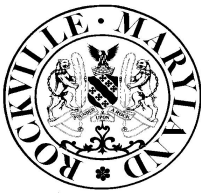
Ref: PO Number:

PO 850 0213240290

Purchase Order Date:

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price	Amount \$
Trucks (Over One Ton Capacity)					
PURCHASE OF ONE PAC MAC TRUCK MOUNTED LEAF VAC. AWARD TO THC ENTERPRISES, INC. dba MID-ATLANTIC WASTE SYSTEMS OF EASTON, MD PER VIRGINIA SHERIFF ASSOCIATION CONTRACT #24-05-0713 AND QUOTE#RSSQ40342.					
MID-ATLANTIC POC: JOSEF LINDSEY; TEL: 800-338-7274 VEHICLE DEALER DOCUMENTATION AND PREPARATION EACH ORDERED VEHICLE SHALL BE DELIVERED WITH THE FOLLOWING DOCUMENTS:					
1. TEMPORARY REGISTRATION AND TAGS, 2. A MILEAGE STATEMENT 3. CERTIFICATE OF ORIGIN 4. AN INVOICE FOR THE VEHICLE(S) STATING ALL CHARGES 5. AN APPLICATION FOR TITLE IN MARYLAND SIGNED BY THE DEALER, AND FILLED OUT AS FOLLOWS: APPLICANT'S NAME: MAYOR AND COUNCIL OF ROCKVILLE ADDRESS: 111 MARYLAND AVE. ROCKVILLE, MD. 20850 SOUNDEX NUMBER: Z-975-000-351-460 INSURANCE CO.: LOCAL GOVERNMENT INSURANCE TRUST POLICY NO.: 0094 AGENT: LOCAL GOVERNMENT INSURANCE CLAIMS CLASS OF TAG: LG (LOCAL GOVERNMENT)					
IMPORTANT: MARYLAND DEALER'S CERTIFICATION MUST BE COMPLETED IN FULL OR THE VEHICLE CANNOT BE ACCEPTED BY THE CITY OF ROCKVILLE.					
6. A CERTIFICATE SHOWING THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION SHALL BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REP OF MANAGEMENT.					
7. EACH VEHICLE SHALL CONTAIN APPROPRIATE FUEL UPON DELIVERY AS SET FORTH BELOW.					
8. ALL DEALER IDENTIFICATION SHALL BE REMOVED FROM THE VEHICLE PRIOR TO DELIVERY.					
9. CONTACT MR. KEITH VOGEL, FLEET MANAGER, AT 240.314.8487 WITH NOTIFICATION OF THE EXPECTED DELIVERY DATE AT LEAST 24 BUSINESS HOURS PRIOR TO DELIVERY.					
DELIVERY INSTRUCTIONS FOR VEHICLES & HEAVY EQUIPMENT: THE CITY WILL ONLY ACCEPT DELIVERY IF ALL APPLICABLE DOCUMENTATION IS INCLUDED WITH THE EQUIPMENT. THE CITY WILL NOT ACCEPT EQUIPMENT DELIVERED WITHOUT DOCUMENTATION AND WILL WITHHOLD PAYMENT UNTIL REQUIRED DOCUMENTATION IS RECEIVED:					
1. AAMVA RECOMMENDED UNIFORM CERTIFICATE OF ORIGIN, CONFORMING TO MARYLAND LAW. 2. APPLICATION FOR CERTIFICATE OF TITLE (FORM VR-5); SECTION 2 AND 4 COMPLETED BY SELLER. 3. WARRANTY REGISTRATION DOCUMENTS WITH MAKE/MODEL/SERIAL NUMBERS FILLED IN WARRANTY FOR THIS VEHICLE 5 YEARS PER CONTRACT AND QUOTE. 4. MILEAGE STATEMENT 5. MARYLAND STATE INSPECTION CERTIFICATE (FORM MSP-2363), IF REQUIRED. 6. ASSIGNMENT OF CERTIFICATE OF ORIGIN AND TITLE APPLICATION, IF APPLICABLE, MUST BE AS FOLLOWS: MAYOR AND COUNCIL OF ROCKVILLE 111 MARYLAND AVENUE ROCKVILLE, MD 20850					
EQUIPMENT MUST BE COMPLETELY ASSEMBLED, THOROUGHLY TESTED, AND READY FOR OPERATION UPON DELIVERY. EQUIPMENT MUST BE PROPERLY SERVICED, CLEANED, WASHED, FULLY FUELED, AND IN ORIGINAL EQUIPMENT MANUFACTURER OPERATING CONDITION. ALL RECOMMENDED LUBRICATION, ADJUSTMENT OF MECHANISMS, AND OPERATION OF ALL MECHANICAL, HYDRAULIC, AND ELECTRICAL FEATURES AND SYSTEMS MUST BE INCLUDED IN DELIVERY. ADDITIONALLY, DEALER MUST GIVE TO THE CITY THE PARTS, SERVICE, REPAIR, LUBRICATION, WIRING, HYDRAULIC DIAGRAM, AND PNEUMATIC DIAGRAM INFORMATION IN THE MOST CURRENT MEDIA AVAILABLE, PREFERABLY WEB-BASED, FOR THE PRICE LISTED ON THE PURCHASE ORDER. INSTRUCTIONS TO ACCESS SUCH INFORMATION MUST BE PROVIDED AT DELIVERY. CITY WILL NOT ACCEPT UNITS DELIVERED WITHOUT THE REQUIRED INFORMATION AND INSTRUCTION.					
WARRANTY. VENDOR WARRANTS THAT ALL EQUIPMENT, PRODUCTS, AND SERVICES FURNISHED ARE FREE FROM LIENS AND ENCUMBRANCES, AND ARE FREE FROM DEFECTS IN DESIGN, MATERIALS, AND WORKMANSHIP. IN ADDITION, VENDOR WARRANTS THE EQUIPMENT, PRODUCTS, AND SERVICES ARE SUITABLE FOR, AND WILL PERFORM IN ACCORDANCE WITH, THE ORDINARY USE FOR WHICH THEY ARE INTENDED. VENDORS DEALERS AND DISTRIBUTORS MUST AGREE TO ASSIST THE CITY IN REACHING A RESOLUTION IN ANY DISPUTE OVER WARRANTY TERMS WITH THE MANUFACTURER. ANY MANUFACTURERS WARRANTY THAT IS EFFECTIVE PAST THE EXPIRATION OF THE VENDORS WARRANTY WILL BE PASSED ON TO THE CITY.					
GRAND TOTAL					\$268,591.00

TERMS AND CONDITIONS at:
<http://www.rockvillemd.gov/documentcenter/view/75>
Are incorporated by reference



Purchase Order

City of Rockville

Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573

PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:

PO Number:

PO 850

0213240290

Purchase Order Date:

AUTHORIZED SIGNATURE

x _____ DATE _____

THC ENTERPRISES, INC dba MID-ATLANTIC WASTE SYSTEMS

DRAFT



Purchase Order

City of Rockville

Purchasing 240-314-8430 Fax 240-314-8439

Tax Exempt Number: Maryland - 3000123-5; Federal - 52-6001573

PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES

Ref:

PO Number:

PO 850

0213240290

Purchase Order Date:

C	A	- BUDGET ACCOUNT NOS -	**ACCOUNTING USE ONLY**
1	1	230 850 0803 0431	Amt. \$268,591.00

FOR CITY OF ROCKVILLE USE ONLY

I hereby certify that goods were received in good condition and/or services were satisfactorily performed.

PRINT FULL NAME

DATE

AUTHORIZED SIGNATURE

GRAND TOTAL:

DRAFT

Virginia Sheriffs' Association
Heavy Equipment Procurement Program
Contract Award Agreement

Heavy Equipment Procurement Program
Bid 24-05-0713

We are pleased to announce the Virginia Sheriffs' Association (VSA) has successfully completed its statewide competitive award for heavy equipment. All local public bodies are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 24-05-0713 will be effective August 15, 2023 through August 14, 2024.

Congratulations, your company has been included on the Association's price sheet contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract, based on your company's bid for Solicitation Number 24-05-0713, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.


Signature of Authorized Representative

FRED SEITZ
Printed Name of Authorized Representative

MID ATLANTIC WASTE SYSTEMS
Contractor/Vendor Name (Please Print)

AUGUST 17, 2023
Date


Signature of VSA Executive Director

John W. Jones
Printed Name of VSA Executive Director

August 15, 2023
Date



MAYOR AND COUNCIL Meeting Date: February 26, 2024

Agenda Item Type: DISCUSSION

Department: CITY MANAGER'S OFFICE (CMO)

Responsible Staff: KATHERINE KIRK-DANTZLER AND BARACK MATITE

Subject

Community Engagement and Outreach

Department

City Manager's Office (CMO)

Recommendation

Staff recommends that the Mayor and Council's discuss community engagement and outreach and provide any desired direction to staff, especially on the draft interim community engagement plan in this agenda item.

Discussion

At the February 12th Mayor and Council meeting, the governing body requested this agenda item be brought before them at the February 26th meeting. Given the short turnaround time, staff did not have time to prepare a detailed agenda report. However, pending the forthcoming March 16 Mayor and Council retreat, staff has been working on an interim community engagement plan per the direction of Mayor and Council at the January 6 retreat. The draft interim community engagement plan is attached (Attachment A) for Mayor and Council review and to assist the Mayor and Council during discussion of this agenda item.

As an overview, it is important to note that currently, the city's community engagement is decentralized, where each department plans and outlines how they will engage with the community on their respective project and/or initiatives. While engagement is decentralized, PIO plays a critical role as an advisor/consultant when the respective departments are developing an outreach plan but does not play an active role in developing the engagement plan(s). PIO advises on the outreach plan and how best to deploy the city's outreach tools and platforms.

Mayor and Council History

This is the first time an agenda item has been brought forward before Mayor and Council.

Next Steps

Staff will finalize the interim community engagement plan per any direction from the Mayor and Council and work internally with various stakeholders on an implementation plan. At the March 16 retreat, staff recommends the Mayor and Council include further discussion on

community engagement and outreach and consider development of a strategic community engagement and outreach plan, with assistance of a community engagement consultant, as they agree on a shared vision and desired outcome on community engagement.

Attachments:

Draft Interim Community Engagement Plan

Attachments

Attachment A: Interim Community Engagement Plan

INTERIM COMMUNITY ENGAGEMENT PLAN

February 2024

OVERVIEW

The city's community engagement is decentralized, where each department plans and outlines how they will engage with the community on their respective project and/or initiatives. While engagement is decentralized, PIO plays a critical role as an advisor/consultant when the respective departments are developing an outreach plan but does not play an active role in developing the engagement plan(s). PIO advises on the outreach plan and how best to deploy the city's outreach tools and platforms.

Interim Community Engagement Plan

This interim plan uses the city's engagement events used in the past to foster a relationship with the community, staff, and the Mayor and Council. Once developed, a comprehensive strategic community engagement plan will provide direction and best practices for enhancing the city's existing efforts and adopting new methodologies to be more effective and meet the community's and Mayor and Council's desired outcomes.

1. Quarter 1 – Quarter 2 Feb – Jun: Town Hall Meetings

Various "Walking Town Hall Meetings" that focus on neighborhoods that may not have a civic or homeowner's associations (HOAs), will be held to connect the community with the Mayor and Council and staff. These can focus on the neighborhood's current needs of concerns or just be a simple opportunity for the elected body and staff to connect with residents.

These town hall meetings can also include meeting(s) focused on specific topic(s) as desired by the Mayor and Council. These can be held in person in a city building, virtually or hybrid. Example topics include Public Safety, Vision Zero, Budget, Town Center Master Plan, Rockville 2040, etc.

2. Quarter 3 July – September: Neighborhood Connect

Since the elected body will be in recess the entire month of August, this would be an opportunity for them to meet with the various civic and neighborhood associations and HOAs for a relaxed discussion on topics concerning where they live. If weather permits, this can be held at a city building or a park.

3. Q4 October – December: Rockville Round-Up

This is an end-of-the-year round-up of all the front-facing departments to discuss current and future projects. This would be set up like the "meet and greet" that was organized for the previous Mayor and Council as an opportunity to engage with the newly elected Montgomery County Officials. The difference would be these would be at the city's community centers.

This would be an opportunity for community members to converse with the front-facing departments.

ADDITIONAL ENGAGEMENT APPROACHES

In addition to the activities listed above, below are other techniques that have been used to foster community engagement:

- “Bang the Table” – Departments can use this tool to create a website specific to a particular project to get input and feedback from the community on various projects and topics. It is maintained by the department to keep the information current and interactive.
- “Proclamations and Certificates of Appreciation/Recognition” – These are determined by the elected body working with the City Clerk/Director of Council Operation and are typically presented during Mayor and Council meetings.
- Coffee with an elected official (each elected official can plan and schedule these independently or through the DCO.)
- Drop-in – these are meetings where residents meet with elected officials before a regularly scheduled meeting. Residents are required/encouraged to register in advance. The Mayor and one councilmember usually attend these types of meetings.
- Community forum is a section on the Mayor and Council agenda where the elected officials hear from residents about issues on their minds.
- Community meet and greet. (Elected officials usually get invitations from neighborhood groups and others to speak, listen, or attend their meetings/events.)
- JEDI team events and activities
- DCO/CC activities

OFFICIAL CITY OUTREACH PLATFORMS AND TOOLS

- Rockville Reports (print newsletter)
- RockvilleReports.com (e-newsletter)
- “This Week In Rockville” (e-newsletter)
- RockvilleMD.gov (city website)
- Rockville 11 (PEG broadcast channel, not production house)
- Social Media:
 - X (formerly Twitter)
 - Instagram
 - Facebook
 - NextDoor
- Alert Rockville (for emergencies only)
- Copy/Print shop
 - Any print product (brochures, flyers, posters, etc.)



MAYOR AND COUNCIL Meeting Date: February 26, 2024
Agenda Item Type: DISCUSSION AND POSSIBLE APPROVAL
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: LINDA MORAN

Subject

Consideration of 2024 State Legislation

Department

City Manager's Office (CMO)

Recommendation

Staff recommends the Mayor and Council consider 2024 State legislation and provide direction to staff.

Discussion

During the annual General Assembly Session staff forwards summary information and recommendations for action on State legislation that align with Rockville priorities and/or have impact to the City. At the time of the preparation of this staff report (2/14/24), staff is continuing to review and assess bills with impact. If there are additional bills that warrant a recommendation for potential action, the information will be forwarded by email to the Mayor and Council in advance of the February 26 meeting. The information will be posted to the agenda center so that it is accessible to the public.

During the Mayor and Council's discussion of 2024 State legislation at the February 12 meeting, they requested that staff return with additional information pertaining to three follow-up items:

- SB 484 – Housing Expansion and Affordability Act of 2024.
- SB 537 – Cannabis - Licensee Locations – Restrictions.
- Recommendations regarding environmental bills of interest to the Environment Commission and city staff for the Mayor and Council to consider taking a position on.

Staff has conducted additional research and gathered more information for the Mayor and Council's consideration. The following section of the report provides supplemental information.

SB 484 - Housing Expansion and Affordability

<https://mgaleg.maryland.gov/mgawebsite/Legislation/Details/SB0484Act of 2024>

Staff continues to recommend a support with amendment position on SB 484 with the following comments on the legislation:

Number of Public Hearings Permitted

After further review, staff confirmed that the legislation allows a public hearing before each of the bodies listed including the local governing body, the planning commission, historic district commission and the board of appeals. Therefore, the bill does not limit the total number of public hearings for a project to one. For example, a project plan could have one hearing before the Planning Commission and the Mayor and Council. With this confirmation, staff believes that the provisions in the bill are sufficient, and an amendment is not needed. According to the Community Planning and Development Services Department (CPDS), it is rare that a body would have more than one public hearing. Therefore, it is not necessary to forward the bill to the Planning Commission.

Language Pertaining to Modular Homes

Staff recommends that the City request an amendment in section 4-104 for the language to be changed from manufactured to modular homes. These homes are built in a factory in two or more modules that meets the State or local building codes where the house will be located, and where such modules are transported to the building site, installed on foundations, and completed.

Distance from Rail Stations

Staff recommends that the City request an amendment that reduces the 1-mile distance requirement from a rail station (Metro and any passenger rail stations are included in the definition) to one quarter to one half mile. Attachment A is a map that illustrates the one-mile radius from rail stations in or adjacent to Rockville.

According to the Community Planning and Development Services Department, one mile from rail stations covers much of the City including all of Rockville Pike, most of Hungerford/Frederick Road, and large portions of the surrounding neighborhoods. Within one quarter to one half mile, higher density residential may be appropriate and generally consistent with Rockville's Comprehensive Plan. Unless the radius is reduced, existing neighborhoods could have more units above what the Comprehensive Plan recommends. For most of these residential areas, the Comprehensive Plan recommends that the single-family units remain the same with the allowance for accessory dwelling units.

Effective Date of the Bill

If the bill were to be enacted, it would take effect on October 24. Staff recommends that the date for the bill to take effect be extended to March 1, 2025, so that local governments have sufficient time to amend their zoning ordinances to align with the requirements in the legislation.

AFPO Language

The legislation states that Adequate Public Facilities Ordinances cannot be used to deny a permit for affordable housing projects financed by Low Income Housing Tax credits or other affordable housing financing programs managed by the State's Department Housing and Community Development. After fifteen years, this provision would no longer be in effect. Staff recommends that the City request an amendment that would permit a municipality's APFO requirements to be met so that affordable housing developments have equitable access to infrastructure and amenities. The projects in the legislation that receive funding from the State should include funds to cover the cost of providing the necessary infrastructure to support the project.

Unreasonable Limitation or Requirement Language

Per the February 12 staff recommendations at Attachment B, staff has concerns with the vague language in the bill stated as an “unreasonable limitation.” This raises questions regarding how this would work in practice when applied to requirements such as height, setbacks, and parking. Additionally, there is a concern that this could preempt the City’s zoning ordinance in a locally designated historic district if the HDC were to find a proposal to not be consistent with the size, massing and character of an existing historic district. For these reasons, staff recommends that the City request an amendment that “unreasonable limitation” be further and more clearly defined.

Maryland Municipal League Engagement with SB 484

As noted in the February 12 staff report, MML is taking a support with amendments position on this bill. They are engaged in conversation with the Moore Administration. The League is advocating for amendments relating to reduced density percentages, reduced rail station distance, changing “manufactured” to “modular,” infrastructure capacity, local government involvement in decision making, including the “unreasonable limitations” and the APFO application. MML noted that after the first hearing in the House, the discussion will shift to the General Assembly as they deliberate the merits of the bill. Staff shared the City’s comments on SB 484 with MML. The League’s advocacy is in alignment with staff’s comments.

Staff will continue to stay engaged with MML and coordinate efforts. They anticipate it will take most or all the Session for the General Assembly to consider the legislation. They will share a copy of their testimony that they plan to provide at the February 20 House hearing. Staff will share it with the Mayor and Council. The Senate hearing is scheduled for March 1.

SB 537 – Cannabis Licensee Locations – Restrictions

<https://mgaleg.maryland.gov/2024RS/bills/sb/sb0537F.pdf>

This bill attempts to clarify the zoning restrictions that were included in the omnibus cannabis legislation that was enacted 2023. The legislation implemented the regulatory framework for the legalization of recreational cannabis in the State of Maryland, which took effect on July 1, 2023. An overview of the legislation is as follows:

- “Unduly burden” means a local jurisdiction can’t impose a distance requirement on a cannabis licensee from certain sensitive properties that is more restrictive than existing State law.
- Clarifies that distance requirements can only be imposed on a cannabis licensee against pre-existing sensitive properties. Included in preexisting areas are playgrounds, recreation centers, public parks, and places of worship.
- SB 537 adds places of worship to the list of items that constitutes preexisting areas.
- Last year’s legislation prohibited an establishment from locating within 500 feet of a pre-existing primary or secondary school or a licensed childcare or registered family day care. The 2023 bill also requires that a dispensary not locate within 1,000 feet of another dispensary.

- Local governments may reduce, but not increase, those distances.
- Local governments may not establish zoning requirements that are more burdensome than those imposed on alcohol retail stores.
- Local governments may not impose zoning requirements on outdoor cannabis grower that is more restrictive than that imposed on a hemp farm on 6/30/23.

Attachment C is a map that shows where cannabis dispensaries could be in Rockville, per State law. Since places of worship may locate in vacant non-residential spaces, staff is not able to map the complete limitations of the location of these establishments. Under the proposed law, dispensaries can only be located in retail zones in the city. However, there would be opportunities for the dispensaries to locate along our corridors such as MD 355, Seven Locks Road, Shady Grove Road (see attachment C) and be within a non-residential zoning district. Presently, the two existing cannabis dispensaries are available for residents to obtain cannabis products for medical and recreational use.

Staff recommends that Rockville request an amendment for the distances between sensitive properties and cannabis dispensaries and the allowable distance between the dispensaries be increased. The distance between the cannabis dispensary and sensitive properties could be suggested to increase to 1,000 feet or more and the distance between dispensaries to be 1,500 feet or more. The City prohibits alcohol retail in single family residential zones. SB 537 permits the same prohibition of cannabis establishments in single family residential zones (it tethers cannabis to alcohol regulation) and is consistent with Rockville's requirements. Staff recommends a position of support with amendments.

Engagement with MML

MML is coordinating its advocacy efforts with the Maryland Association of counties, to present a united front and a strong message before the General Assembly. The League is working with MACO on amendments. They are still under development. MML and MACO are working together to try find common themes and balance the differing needs of counties and municipalities. They are focused on the distances between sensitive properties and the distance between dispensaries, comparable business types that go beyond alcohol, and the definition of an outdoor cannabis grower. MML will provide a copy of the testimony when available and staff will share it with the Mayor and Council. Additionally, staff will stay engaged with MML to align advocacy efforts.

Environmental Legislation of Interest

The Environment Commission discussed 2024 legislation on February 8th. The Commission did not vote on a particular set of bills; instead, members volunteered to research several bills that align with the Climate Action Plan and share comments with staff. To date, staff has not received comments on specific bills. During previous legislative sessions, Maryland established significant carbon reducing legislation, such as the Climate Solutions Now Act. The 2024 legislation is putting the pieces in place to implement these goals. With assistance from MML and the City's lobbyist, staff identified the following bills that align with the Climate Action Plan.

SB 783/HB 1435: Renewable Energy – Net Energy Metering Aggregation, Solar Renewable Energy Credits, and Taxes on Solar Energy Generating

<https://mgaleg.maryland.gov/2024RS/bills/sb/sb0783F.pdf> Systems (Brighter Tomorrow Act)

The legislation codifies recommendations from the Maryland Task Force to Study Solar Incentives and removes barriers to installing net-metered small solar systems and establishes a Small Solar Energy Generating System Incentive Program needed to ensure that the State meets the solar energy goals established in Maryland’s Renewable Portfolio Standard (RPS). Net metering is a billing system that credits solar energy system owners for the electricity that they generate and add to the grid.

The Incentive Program establishes a certification program for participating small solar systems and provides small solar 150% increase in renewable energy credits and small systems located on rooftops, parking canopy, or brownfields 200% renewable energy credits which helps offset the costs of building smaller systems in urban and suburban environments. The bills also eliminate state property taxes for rooftop or parking canopy solar, and allows counties and municipalities to exempt parking canopy solar from their local property tax. These measures incentivize solar development. The legislation aligns well with and urban/suburban jurisdictions like Rockville, which are essentially “built out” and have very limited open areas.

The bills align with the following actions in Rockville’s Climate Action Plan, including:

- Action C-07: Advocate to increase the Maryland Renewable Portfolio Standard by 2030;
- Action C-09: Promote private solar and geothermal installations through the solar co-op program, streamlined permitting, and expanding access to low-to-moderate income residents; and
- Action M-04: Identify and install feasible solar photovoltaic systems on City property.

Staff recommends that the Mayor and Council support the bills. Written testimony is recommended. The hearing in the House is on February 29 and the hearing in the Senate is on March 7.

Other Bills of Interest

HB 601/SB 442 - Street Racing and Exhibition Driving – Prohibited Acts, Enforcement, Penalties <https://mgaleg.maryland.gov/2024RS/bills/hb/hb0601F.pdf> on Driving.

- This bill increases penalties and points assessments for violations related to participation in racing or speed contests.
- The bill also establishes a statewide prohibition on exhibition driving on any highway or private property that is used for driving by the public.
- By expanding application of an existing provision, the bill establishes a statewide prohibition on exhibition driving, racing, and other related activities in a special event zone.
- The bill also alters certain penalties and points assessments for certain motor vehicle violations related to participation in a race or speed contest.

For additional details, please see the Fiscal and Policy Note prepared by the Maryland Department of Legislative services at the attached

link https://mgaleg.maryland.gov/2024RS/fnotes/bil_0001/hb0601.pdf

Staff reviewed the legislation and assessed whether it has any impact on Rockville. From a historical perspective, exhibition driving has not been an issue that the City has engaged with.

According to the Rockville City Police Department, exhibition driving is a problem that is occurring more prevalently in Montgomery County and across the State. In Rockville, there have recently has been a smaller number of reports. The City Police indicated that there was a pop-up car meeting in King Farm and one along East Gude Drive. During these incidents, very large numbers of cars (in the hundreds) gather in one location, there is excessively loud noise, with drivers maneuvering their vehicles in an unsafe manner. This is disruptive to the peace and creates unsafe conditions in neighborhoods. The Rockville City Police noted support for the legislation as it would provide additional tools for law enforcement to address this issue. Staff recommends the City send written testimony in support of the legislation. The hearings occurred on February 13 and 15.

HB 1306 Administration and Amusement Tax – Food and Beverages

<https://mgaleg.maryland.gov/2024RS/bills/hb/hb1306F.pdf>

This legislation is an MML priority which has been endorsed as part of Rockville’s 2024 State legislative priorities. The goal is to pursue solutions for Maryland municipalities to expand their limited options for revenue generation.

An overview of the legislation is as follows:

- The legislation authorizes local governments to expand the Administration and Amusement tax to capture revenue from food and beverage for all on-site consumption, which includes restaurants.
- Current law ties the tax to entertainment or services that support entertainment.
- Under current law, the tax can only be applied to an establishment that serves food for on-site consumption if they provide live music, dancing, or other entertainment.
- Establishments in Rockville that currently pay the tax include movie theaters, athletic facilities, athletic equipment rentals, and private pools.
- The bill would expand authority that is only permitted in Ocean City, MD.
- The legislation creates a special 2% for Administration and Amusement tax food and beverages. This tax is not subject to the 10% cap in current law that states that the Administration and Amusement tax and any sales and local tax (combined) cannot exceed 10%.

Staff recommends a position of support for the legislation. This bill was very recently discussed by the MML legislative committee. Since the bill hearing is scheduled for February 27, staff will follow-up with recommended written testimony via email, that would need to be approved before the February 26 meeting to meet the submission deadline.

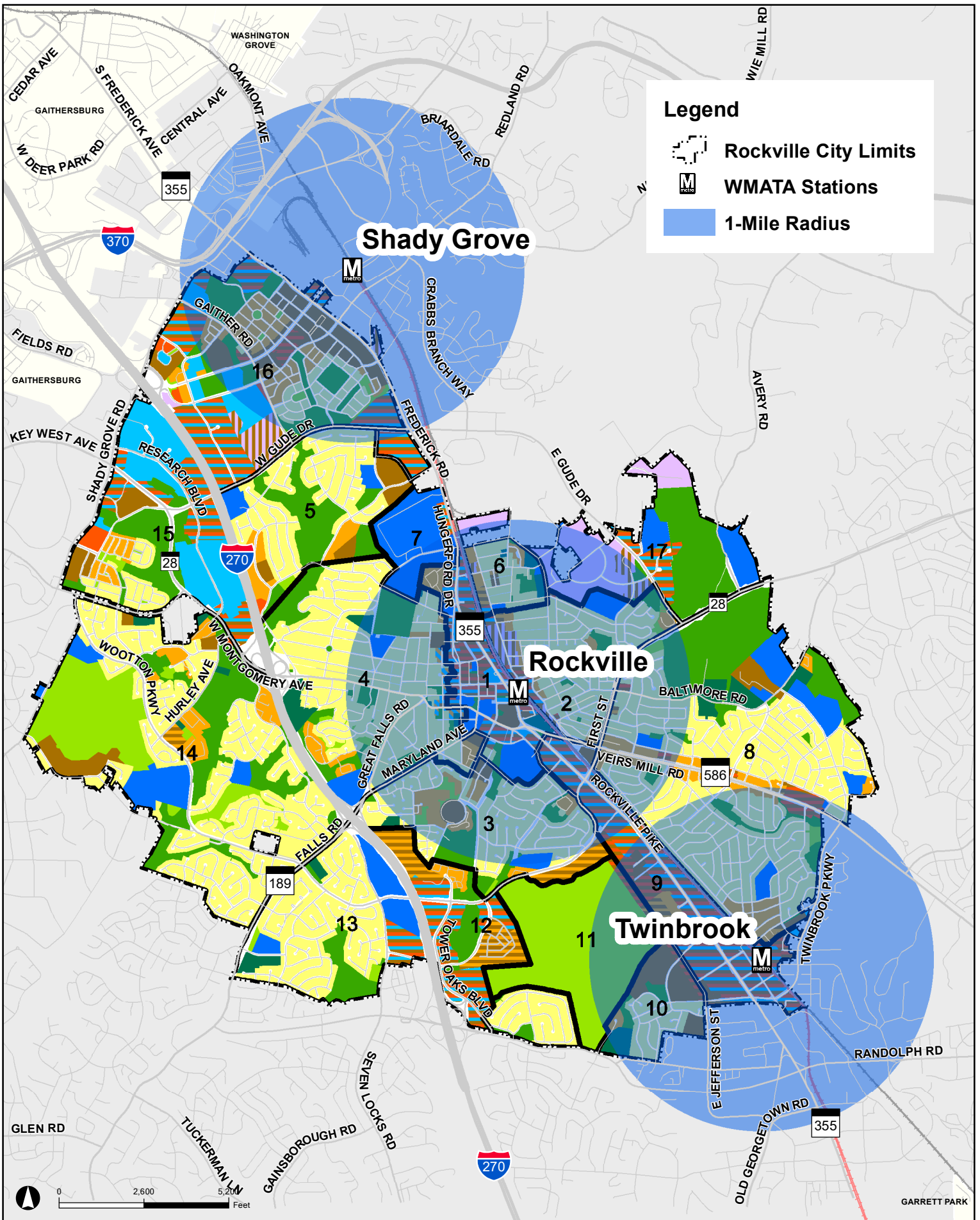
Next Steps

For any bills that the Mayor and Council choose to take a position, staff will work with the designated Mayor and Council member to draft and finalize testimony and share it with all

elected officials. Rockville’s State lobbyists will assist the City with testimony sign-ups and submittals to General Assembly committees.

Attachments

1 mile Radius from Metro Stations and Comp Plan Map, Governor's Housing Package Staff Recommendations, Cannabis_Buffer_Map_Feb 2024Upd



Staff Recommendations – Governor’s 2024 Housing Package

SB 481/HB693 - Renters' Rights and Stabilization Act of 2024

Staff recommends a position of support and in-person testimony at the 2/20 House Hearing. Several Rockville elected will be in Annapolis that day for the meeting with the District 17 Delegates. The Senate hearing is 2/29. In-person or virtual testimony is recommended.

Department of Housing and Community Development staff shared the following information:

- A state Office of Tenants’ Rights would create another resource for Rockville tenants to go to in seeking guidance and support, which could potentially reduce the volume of requests made to City staff.
- Since July 5, 2023, City staff have received 441 inquiries, with one dedicated staff-person fielding those inquiries.
- Staff also support the other proposed changes within the legislation, including the renter protections, and the establishment of a Tenant’s Bill of Rights.
- The City may need to update Chapter 18 of the City Code to comply with the proposed Maryland Tenants’ Bill of Rights, depending on its contents (TBD by the State).

SB 483/ HB 599 - Maryland Community Investment Corporation - Establishment (Housing and Community Development Financing Act of 2024

Staff recommends a position of support with in-person testimony at the House hearing on 2/20. Several Rockville elected will be in Annapolis that day for the meeting with District 17 Delegates. For the Senate hearing on 2/22, virtual or written testimony is recommended.

The department of Housing and Community Development and the Department of Community Planning and Development Services provided the following information:

- The legislation aligns with the Mayor and Council’s affordable housing priority.
- Given that Rockville does not develop affordable housing, the City would likely not directly take advantage of the New Market Tax Credits administered by the proposed Maryland Community Investment Corporation in this legislation. However, there may be other City-led community facility projects that could qualify.
- Additionally, more financing availability for affordable housing has the potential to advance projects led by organizations like Rockville Housing Enterprises, the Housing Opportunities Commission, and other non-profit or mission-driven homebuilders that would directly, positively impact the amount of affordable housing within the City.
- Rockville Housing Enterprises staff indicated they are supportive of the goals of the legislation. However, they are researching whether they would meet the various requirements in order to take advantage of the funding mechanisms provided in the bill for improvements at Scarborough Square and/or David Scull apartments.

SB 484/HB538 – Housing Expansion and Affordability Act of 2024

Staff recommends a position of support with amendments within person testimony at the House hearing on 2/20. Several Rockville elected will be in Annapolis for the meeting with the District 17 Delegates.

The legislation aligns with the Mayor and Council affordable housing priority. Additionally, there are some considerations regarding the impact to Rockville. The Department of Community Planning and Development Services provided the following comments:

- Except for the Residential Moderate Density zones, the City of Rockville does not regulate units per acre or floor area ratio, so it's unclear how the sections allowing additional density would apply.
- One mile from rail stations covers much of the city including all of Rockville Pike, most of Hungerford/Frederick Road, and large portions of the surrounding neighborhoods.
- The bill only addresses single family, multifamily, mixed use and non-residential zones. It is not clear where the city's Residential Attached zones would fall in this – how would the bill impact properties in those zoning categories?
- Generally, there is a bit of a concern that this is pre-empting local laws without taking into consideration Comprehensive Plans or master plans that have thoughtfully addressed where we want to aim additional housing.
- There would likely need to be amendments to the Zoning Ordinance stemming from this bill (the legislation, if enacted, would take effect on 10/1/24).
- Regarding the one public hearing proposal, staff agree with the intent not to slow walk or allow public hearings as a way to derail a project, but limiting public hearings may not be the best way to accomplish that. A timeframe is a possible alternative.
- It isn't clear how this would interact with proposals in locally designated historic districts. Does the "unreasonable limitation" language apply when the HDC may find a proposal not to be consistent with the size, massing and character of an existing historic district?
- In the language in section 7-505 (page 10 line 20 to 28) that states "a local jurisdiction may not impose any reasonable limitation or requirements on a qualified project under this sub-title, including height, setback, parking" and other factors, it is unclear how this would work in practice.
- Identifying which requirements result in an "Unreasonable Limitation" as defined would be challenging on a case-by-case basis. Staff is not in a position to determine the viability of a development or how a requirement would affect the degree of affordability.



MAYOR AND COUNCIL Meeting Date: February 26, 2024
Agenda Item Type: MOCK AND FUTURE AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agendas

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council review and provide comment.

Attachments

Mock Agenda 03.04.2024.pdf



MAYOR AND COUNCIL

Meeting No. 05-24
Monday, March 4, 2024 - 7:00 PM

MOCK AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Any person who requires assistance in order to attend a City meeting should call the ADA Coordinator at 240-314-8108.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Virtual Speakers

Virtual Speakers should follow the instructions in the Agenda Center at www.rockvillemd.gov/AgendaCenter as written on page 1 of the Agenda Packet.

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak before virtual speakers.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, and Verizon cable channel 11, and livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov by no later than 10:00 a.m. on the date of the meeting.
- All written comments will be acknowledged by the Mayor and Council at the meeting and added to the agenda for public viewing on the website.

If you wish to participate virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, the Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than noon on the day of the meeting.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00am on the day

of the meeting.

3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than 6:40 p.m. (approximately 20 minutes before the actual meeting start time).
5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.
7. Participate (by phone or computer) in the optional Webex Orientation Question and Answer Session at 4 p.m. the day of the meeting, for an overview of the Webex tool, or to ask general process questions.

Participating in Mayor and Council Drop-In (Mayor Ashton)

The next scheduled Drop-In Session will be held by phone on Monday, March 4 from 5:30-6:30 p.m. with Mayor Ashton and Councilmember Shaw. Please sign up by 10 a.m. on the meeting day using the form at: <https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene - 7:00 PM**
2. **Pledge of Allegiance**
3. **Agenda Review**
4. **City Manager's Report -7:05 PM**
5. **Proclamation and Recognition - 7:15 PM**
 - A. Proclamation Declaring March 10, 2024, as Harriet Tubman Day (CM Fulton)
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 7:20 PM**
8. **Presentations - 7:40 PM**
 - A. Presentation of FY 2025 Proposed Budget
9. **Consent Agenda - 8:10 PM**
 - A. Find, in Accordance with Rockville City Code Section 17-88 (a), Special Procurement, that a Unique or Unusual Circumstance Exists that makes Competitive Procurement Contrary to the City's Interest, and Award a Contract in an Amount Not to Exceed \$200,000 for Additional Construction Phase Engineering Services to CDM Smith Inc., For The Water Treatment Plant Electrical Distribution Systems Upgrade Project With a Term That is Through Completion of All Work, Close Out and Warranties, or December 31, 2025, Whichever Occurs First; and Authorize the City Manager to Execute the Contract

- B.** Award and Authorize the City Manager to Execute the Rider Contract with W. W. Grainger, Inc. of Lake Forest, IL in the amount Not to Exceed \$300,000 for Facility MRO (Maintenance, Repair and Operations), Industrial and Building Supplies with Related Equipment, Accessories, Supplies and Services.
- C.** Award and Authorize the City Manager to Extend Montgomery County Contract #1097622 - Time and Material Fencing Services
- D.** Award and authorize the Acting City Manager to execute a Montgomery County Rider Contract #1073932, Lighting Services, to RIFE International, L.L.C., in the Amount of \$253,888, for light-emitting diode (LED) Lighting Retrofits at the Rockville Senior Center, Twinbrook Community Recreation Center, and Rothgeb Maintenance Facility (Fleet Building- Exterior).
- E.** Award of Fairfax County Rider Contract #4400012285, Emergency Services for Snow Removal, to Ashbritt, Inc., of Deerfield Beach, Florida, in the Amount Not to Exceed \$ 1,000,000 through December 5, 2028
- F.** Award the purchase of Microsoft Windows Server Datacenter licenses to SHI of Columbia, MD in the amount not to exceed \$122,076.48 the Data Center and Disaster Recovery Infrastructure Replacement CIP (GB21).
- G.** Adoption of Resolution to Establish Maximum Rate of Rent Increase, as Required Under Chapter 18 Section 18-194 of the Rockville City Code Entitled "Voluntary Rent Guidelines and Notice Requirements of Rent Increases."
- H.** Approval of MPDU Rental Program Agreements -Twinbrook Quarter, and Authorization for the City Manager to Sign Agreements.
- I.** Authorization for Acting City Manager to Sign the Moderately Priced Dwelling Unit Program Agreements (formerly Sales Offering Agreement) for the King Farm Farmstead Development Site between 1) the Mayor and Council of Rockville and Pulte Home Company, LLC.; and 2) the Mayor and Council and KBSG Associates, LLC.
- J.** Approval of MPDU Program Agreement for Sale Units - Potomac Woods, and Authorization for Acting City Manager to Sign Agreement between the Mayor and Council, PW Homes Associates LLC., and EYA Development LLC.
- K.** Approval of FY24, Year 49 Community Development Block Grant (CDBG) Contract with Montgomery County and Authorization for the City Manager to Sign the Contract.
- L.** Award and authorize the City Manager to Execute a Rider Agreement for the purchase of various hardware, software, support, and professional services with DSI (DISYS Solutions Inc.) of Ashburn, VA needed for the Data Center and Disaster Recovery Infrastructure Replacement CIP (GB21) in an amount not to exceed \$492,917.13.
- M.** Authorization for the City Manager to Release and Extinguish an Existing Water Meter Easement on Lot 25, Block A, Wheel of Fortune, 1151 Fortune Terrace

- N. Approval of Year 49, FY24 CDBG Subgrantee Contracts Agreements, and Authorization for City Manager to Sign Agreements

10. Public Hearing - NONE

11. Introduction, Discussion and Instruction, Possible Adoption - 8:15 PM

- A. Introduction of an Ordinance to Appropriate Funds and Levy Taxes for Fiscal Year 2025
- B. Introduction of a Resolution to Establish the Stormwater Management ERU for Fiscal Year 2025
- C. Introduction of a Resolution to Establish the Service Charge Rate for Municipal Refuse Collection and to Establish a Charge for Unreturned Refuse and Recycling Carts Pursuant to Section 20-6 of the Rockville City Code
- D. Introduction of an Ordinance to Establish Water and Sewer Charges for FY 2025 through FY 2027
- E. Discussion and Instruction, Possible Adoption of Resolution - Amending Master Fees for Community Planning and Development Services

12. Other - NONE

13. Mock Agendas - 8:55 PM

14. Old/New Business - 9:00 PM

15. Adjournment - 9:15 PM