



The Maryland-National Capital Park & Planning Commission

Department of Finance – Corporate Procurement Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

**INVITATION FOR BID
IFB NUMBER: B42-120**

Delivery, Rental and Maintenance of Portal Toilets

The Maryland-National Capital Park and Planning Commission (M-NCPPC or Commission), is soliciting bids from contractor(s) to provide the rental and maintenance of portal toilets for patrons use during their visit to various parks within Montgomery and Prince George's Counties.

BID DUE DATE/TIME: January 12, 2022 NO LATER THAN 2:00 P.M.

NOTE: A Virtual Pre-Bid information meeting has been scheduled for December 20, 2021 at 2 p.m. Bidders are strongly encouraged to carefully review the Solicitation Documents. It is recommended that all parties who intend to submit a bid attend this meeting and can RSVP by emailing Cindy Martinez at Cindy.Martinez@mncppc.org

Solicitation Release Date: December 07, 2021

COMMISSION TEAM:

Cindy Martinez, Corporate Procurement Specialist, Corporate Procurement

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

INVITATION FOR BID (IFB) SUMMARY

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| IFB Number: | B42-120 |
| Bid Name: | Delivery, Rental, and Maintenance of Portal Toilets |
| Pre-Bid Meeting: | Pre-Bid Meeting will be held on December 20, 2021 at 2 p.m. via Microsoft Teams. RSVP Emails must contain solicitation number, names of the attendee(s), and email addresses. The invitation cannot be forward to other attendees without an RSVP. Please email your RSVP to Cindy.Martinez@mncppc.org |
| Deadline for Technical Questions: | December 27, 2021 no later than 3 p.m., Questions must be submitted onto ProcureNow Questions and Answer Tab. |
| Deadline for Bids: | JANUARY 12, 2022 NO LATER THAN 2 P.M. |
| Submit Bids to: | <p>Bids must be submitted online through the Commission’s electronic bid service provider (ProcureNow). The Commission will not be accepting paper copies of bids. Please follow the link below to submit an electronic bid for this solicitation:</p> <p>https://secure.procurenow.com/portal/mncppc</p> <p>Bids delivered to any location or electronic submission other than the Commission’s electronic bid service provider (ProcureNow) listed above will not be considered. Oral, telephonic, telegraphic and facsimile bids will not be accepted. No bids shall be delivered by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated website (ProcureNow). Bids received after the date and time specified for receipt of Bids will be rejected and</p> |
| Bid Submittal Instructions: | <p>The bid package must include all required information as outline in this solicitation and must be uploaded to ProcureNow.</p> <p>THE COMMISSION IS NOW REQUIRING ALL VENDORS TO REGISTER ON THE COMMISSION’S ONLINE VENDOR REGISTRATION (EZ PROCUREMENT).</p> <p>Prospective Bidders should register as a vendor to be included in the Commission’s bidders list.</p> |

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

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| Inquiries: | <p>All inquiries regarding this solicitation are to be made to:</p> <p>Cindy Martinez, Corporate Procurement Specialist Department of Finance, Corporate Procurement Division 6611 Kenilworth Ave Riverdale, MD 20737 Email: Cindy.Martinez@mncppc.org Office: (301) 454-1603</p> <p>MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]</p> |
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TABLE OF CONTENTS

Section 1. General Instructions5

Section 2. General Conditions 11

Section 3. Special Conditions 15

Section 4. Scope of Work and Specifications 18

Section 5. Forms21

Section 1. GENERAL INSTRUCTIONS

PRESUBMISSION INFORMATION

Examination of Bid Documents

Bidders must examine all the Invitation For Bid (IFB) documents very carefully and must make their bid after examination of the location and/or nature of the proposed work. The submission of a bid indicates that the bidder thoroughly understands all the terms and conditions, instructions, and specifications of the bid.

Commission Assistance In Bid Preparation

Commission staff will not assist any bidder or bidder's agent in the actual preparation of the bid. Bidders or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the bid unless the Commission representative specified in the Invitation for Sealed Bids has given specific authorization.

Interpretation And Correction Of Bid Documents

Should a bidder require an interpretation or clarification of any provisions of the bidding documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the bidder must notify the Commission in writing at least 5 working days prior to the date set for receipt of bids.

A bidder who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of bids.

All interpretations, clarifications, corrections, changes or other directions related to these requests of bidders will be provided in writing by the Commission and sent to all prospective bidders who obtained copies of the documents and information from the Commission.

Extension Of Bid Opening

The Commission may extend the bid opening date at its option. If the date is extended, the Commission will notify all prospective bidders who have obtained copies of the bid documents from the Commission.

Response to Solicitations

In the event a firm does not submit a bid on this solicitation, the firm should return the Bid Pricing Schedule with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for bids. The return of the Bid Proposal Page with a "No bid" is not considered a failure to respond.

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

PREPARATION AND SUBMISSION OF BIDS

All bids must be onto our electronic bid provider (ProcureNow). All submission must be uploaded in a PDF format with legible signatures or digital signatures.

The following statement must be supplied on a Company's letterhead with appropriate authorized signature.

Signed in ink by authorized principals with the bidder's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of _____". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of _____". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of _____". This wording should be added to the bid proposal page under "Firm Name".

Fully completed by the bidder, including all attachments to the IFB that require execution. All such attachments are to be returned with the bid.

Enclosed in a sealed envelope, the face of which shall indicate the IFB number, time and date of opening, and title of the bid. Faxed bids will not be accepted.

Received on or before the time, date and at the location specified in the bid.

RECEIPT AND OPENING OF BIDS

The Commission representative, whose duty it is to open the bids, will decide when the specified opening time has arrived.

Bids delivered to any other office will not be considered. Oral, telephonic, telegraphic and facsimile proposals will not be accepted. If a bid is sent by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated location.

At the specified opening time, all bids will be publicly opened, and when practicable, read aloud and recorded on a bid tabulation sheet. Bidders may attend bid openings.

MODIFICATION AND WITHDRAWAL OF BIDS

All bids shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening of the bid unless otherwise stated in Section 5, "Special Conditions."

At any time prior to the specified bid opening time and date, bids may be modified or withdrawn in person by a bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

LATE BIDS, MODIFICATIONS AND WITHDRAWALS

If a bidder submits a bid or request for withdrawal is after the time set for receipt of bids, the following applies.

- A late bid, late modification or late request for withdrawal will not be considered. Any bid, proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.
- Any request for withdrawal or request for modification received at the place designated for bid opening after the time set for opening of bids is late.
- A late bid shall not be opened and shall be returned to the bidder (unless it must be opened to determine the identity of the bidder).
- Exceptions to these rules may be made when a late bid, modification, or withdrawal would have been timely but for the action or inaction of procurement personnel directing the procurement activity.
- In the event that the Commission offices are closed due to weather or other contingencies, the bids will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

MISTAKES IN BIDS

After the opening of bids, Commission staff shall examine all bids for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the bid. If the bidder alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged bid mistakes. The authority permitting correction of bids is limited to bids which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a bid may have been made, the Purchasing Manager shall require that the bidder confirm the bid. Confirmation by the bidder of the bid will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the bidder fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the bid may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the bidder confirms his bid, the Purchasing Manager shall consider it as originally submitted.

If the bidder alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subcontractor's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.
- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are: obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.
- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

AWARD OF BIDS

The bid will be awarded to the lowest responsive and responsible bidder by county region, area or in aggregate whichever is in the best interest of the Commission. Unless the bid amount is unreasonable, or the Commission determines that awarding the purchase is not in its best interest. The Commission reserves the right to

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

determine the low bidder by the evaluation of the unit price or by evaluation of the unit price in aggregate.

A bid may be rejected as non-responsive if it fails to conform to any of the essential requirements of an IFB, such as specifications, delivery schedule, or other material aspects. If the bidder fails to furnish a bid bond, or any other assurance required by the IFB, the Commission will find the bid to be non-responsive. A bidder's failure to comply with the Commission's Anti-Discrimination Program may also make its bid non-responsive.

A bid may be rejected as non-responsive if it is submitted on any form other than the attached official forms. A bid may also be rejected as non-responsive if the bidder imposes conditions that modify the IFB or limit the firm's liability.

"Responsible" means the bidder is capable to fully perform the contract requirements and has demonstrated integrity and reliability that assure good faith performance. If the Commission determines that the bidder is not responsible, the bid will be rejected. A bid from a debarred or suspended offeror will be rejected as not responsible.

If the bidder fails to supply information, within the specified time frame, that the Commission needs to be able to determine responsiveness and responsibility on a timely basis, the bidder may be deemed non-responsive or not responsible.

Unless otherwise stated in the Special Conditions Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right to waive minor informalities or irregularities in bids when reviewing bids for award.

BID PROTESTS

Any actual or prospective bidder who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- the name and address of the protester;
- identification of the solicitation or purchase;
- statement of reasons for the protest;
- any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and the remedy sought.

The purchasing agent shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential.

The protester shall submit any additional information requested by the Purchasing Manager within five calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

Section 2. GENERAL CONDITIONS

ETHICS IN PROCUREMENT

By submitting a bid, the offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of a Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (phone: 301/454-1600).

SPECIFICATIONS

All work must be furnished in accordance with the Specifications section of the solicitation..

BRAND NAMES OR EQUAL ITEMS

Except as may be specifically indicated to the contrary elsewhere within the bidding or contract documents, the specification by description of or reference to any particular product or item of material or equipment by type, brand name, make, model, catalog number or design description is intended only to establish a standard of quality. Any product, material or equipment of equal quality which is also the functional equivalent of and possesses the salient characteristics found in the particular item so specified may be substituted upon the approval of the Commission. Unless specifically noted in the Commission's Invitation for Bids, bidders are not restricted to the specific brand, make or manufacturer named but may offer to the Commission any material that the bidder considers equivalent to that specified or indicated.

The Commission reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements even though the article may comply substantially.

The product offered as "or equal" must be clearly disclosed in the bid proposal. If it is not, the Commission will not be under any obligation to examine such product to determine whether it is or is not equal and will do so only when it is determined to be in the best interest of the Commission.

Bidders must submit descriptive literature and/or samples of "or equal" products.

Requests for approval of "or equal" products may be made prior to the time specified for bid opening. The requirements for such approval are the same as the requirements for substitutions which are covered next.

SUBSTITUTIONS

Substitutions are considered to be:

- Any change to the specifications in the bid proposal other than an "or equal" product
Any change to the specifications after the bid opening.

No substitution will be considered prior to receipt of bids unless a written request for approval has been received by the Commission at least five (5) workdays prior to the date set for the opening of the bid. Each request must include the name of the material or equipment for which it is to be substituted as well as a complete description of the proposed substitute including, as appropriate, drawings, cuts, performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the bidder.

The decision made by the Commission's representative to approve or disapprove a proposed substitution will be final. If the representative approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum to the bid document. Bidders must not rely upon approvals made in any other manner.

The procedure described above also applies to requests for approval of "or equal" products prior to bid opening. The Commission is under no obligation to consider any substitution after the bid opening. However, if it is in the best interest of the Commission to consider a substitution, it may do so. Any substitutions that are accepted by the Commission after the bid opening will be provided for in the contract, or in an amendment to the contract, or by change order to the Contract or Purchase Order.

ESTIMATES MADE BY THE COMMISSION

Any quantities or dollar values given by the Commission as estimates or approximates, or as needs requirements, are given as a general guide for preparing the bid but are not guaranteed amounts. They represent the best estimate of the Commission but are subject to increase or decrease. Any such variance will not change the unit prices to be paid for the product or services.

TAXES

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

PAYMENT

The Commission within 30 days after acceptance of the work and submission by the Contractor of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the Contractor, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

COMPLETION OF WORK

Upon award of the bid, bidders must be prepared to complete/deliver the work within the time stated in the bid or within the time stated in the proposal if the bid does not state a completion/delivery time.

ANTI-DISCRIMINATION PROGRAM

By submitting a bid, a bidder shall understand and agree to:

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subcontractors on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subcontractors and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require offerors to submit standardized forms with their bids that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the bid documents specifies whether these forms must be submitted.
- Not discriminate against MFDs in their performance of work as subcontractors on Commission contracts.
- Submit forms verifying payment to subcontractors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from bidding on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies.

A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual,

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

as defined in the Americans with Disabilities.

Section 3. SPECIAL CONDITIONS

3.1 Insurance Requirements

The Contractor shall be required, prior to the execution of the Contract, to furnish the Contract Administrator satisfactory proof of all insurance required by the Insurance Checklist.

3.2 Restoration of Damages:

The restoration of any damage(s) to County property, or to any adjoining/adjacent private or public property, resulting from the Contractor's performance on this contract shall be the responsibility of the Contractor. The Contractor will, within two (2) weeks from written notification from the Commission, contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty- (30) days of notification.

3.3 Award:

The Commission intend is to award to lowest responsive and responsible bidder (s) for each county as follows:

- Prince George's County Parks and Recreation will be awarded to the lowest responsive and responsible bidder(s) in accordance with the lump sum total as indicated on the bid sheet for Southern and Northern Regions. The Commission intends to evaluate the lump sum total for each region, Southern and Northern independently. The Commission reserves the right to make multiple awards.
- Montgomery Parks will be awarded to the lowest responsive and responsible bidder(s) in accordance with the lump sum total as indicated on the bid sheet for each area (i.e. MC.NP Green Farm Area) The geographic location of parks is comprised of a Northern and Southern Area which encompasses a number of individual sites organized by area. The Commission reserves the right to make multiple awards.
 - Southern Park (SP) Areas: Wheaton, Meadowbrook, Martin Luther King, and Cabin John Park areas.
 - Northern Park (NP) Areas: Green Farm, Rock Creek, South Germantown, Little Bennett, and Black Hill parks.

3.4 Safety Standards:

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State standards. The Contractor will be expected to follow all OSHA and MOSH regulations. Our Inspectors from Risk Management and Safety will inspect the Contractor, periodically. If a determination is made that there is a public safety issue or a violation of federal or state regulations, the contractor shall be responsible to provide corrections without cost to the Commission.

3.5 Performance Failure Deductions:

IFB Bid No. B42-120
Delivery, Rental, and Maintenance of Portal Toilets

Failure to perform as required and maintain level of service may result in deductions to the Contractor(s) as outlined:

- a. Initial Start-up : The Commission will provide the Contractor with a grace period of 60 days from the initial Contract Notice to Proceed (NTP) to get all units delivered and set-up at each park location and get all services up to the level of performance that are within the satisfactory levels required by the Commission. Notice of deficient performance will be used to assist the Contractor in providing direction to accomplish the services outline in the Scope of Services.
- b. Sustainable Minimum Staffing Level: The Contractor is required to provide adequate staffing level to meet the requirements deemed necessary for the services level required by this solicitation.
- c. After Hours Responsiveness: The Contractor shall report within 24 hours of being notified and promptly address emergencies, additional or supplementary request for cleanings, or special events.
- d. Failure to Perform Cleanings: The Contractor is required to perform all cleanings as schedule and established by the Commission including providing written sign-off on the maintenance cleaning log on each unit. It is expected all units be cleaned on time, if a unit is missed, it is the Contractor responsibility to correct the missed cleaning within 24 hours' written notice to the Contractor. The Commission will not make payment for cleaning services which are not performed (i.e. missed cleanings) following the 24-hour period. In the event a cleaning is missed and not rectified within the 24-hour period, the Commission will deduct 10% for each day following the missed cleaning from the monthly rental fee until the cleaning has been successfully performed and the Commission is notified; unless the Contractor provides sufficient evidence of cleaning service including, but not limited to, GPS location to include time stamp of cleaning and service log written entry showing cleaning provided to the Commission within 24 hours' of the missed cleaning notice.

3.6 Discrepancies:

In the event the Contractor/Bidder discovers any discrepancies in the Bid/Contract documents the Contractor shall immediately notify the Commission. Failure to notify the Commission immediately upon discovering a discrepancy may be grounds for terminating the Contract. If the Commission later discovers a discrepancy was known by the Contractor, but the Contractor failed to notify the Commission immediately in writing of the discrepancy, this may also be grounds for terminating the Contract and should this discrepancy have already resulted in a more advantageous (more monies received status) retribution may be demanded in addition to any other action taken by the Commission.

3.7 Contract:

The successful bidder (s) will be required to enter into a formal contract with the Commission. The contract will incorporate this bid, standard contract terms, and the response of the successful bidder. The initial contract shall be for a period of one year. At the sole discretion of the Commission, the Commission has the right to extend this contract for four (4) additional one-year periods or any part thereof contingent on satisfactory performance and sufficiency of Commission funding. Should such option be exercised, then the prices hereunder shall be adjusted as provided in the Economic Price Adjustment below (4.12).

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

3.8 Contract Term:

The initial contract shall be for a period of two (2) year(s). The contract shall commence on the specified date issued in the Notice to Proceed. The contract may unilaterally extend for three (3) additional one (1) year periods by written agreement, contingent on satisfactory performance and sufficiency of Commission funding.

3.9 Economic Price Adjustment:

Price increases within the first two-year period of the contract period will not be considered. After the base term, should the option year(s) be exercised by the Commission the unit prices herein may be adjusted, that is increased or decreased in accordance with the most current Consumer Product Index for the Urban Washington Metropolitan Area (CPI-U), at the commencement of such option period(s). Requests for price increases must be in writing and must be received 60 days prior to the expiration of the contract in order to be considered for the renewal period.

3.10 Indemnity:

The Contractor shall indemnify and save harmless the Commission from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the Commission of which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from its negligent performance of or failure to perform any of its obligations under the terms of this contract.

3.11 Compensation and Method of Payment:

All invoices for service shall be submitted to the Division's contact and/or Park Manager. All invoice shall include the following information:

- Contractor Name;
- Federal Taxpayer identification number
- Invoice period
- Invoice date
- Invoice name
- Contract Number and/or Purchase Order Number
- Park Name and Address
- Unit Identification Number for Portable Toilet
- Date of cleanings including cleaning rate
- Monthly rate
- Deductions (if applicable)
- Amount Due

Invoice submitted without the required information cannot be processed for payment until the Contractor provides the required information. No Partial Payments shall be made if deductions are made from the Commission to the Contractor. The Contractor shall correct its invoice showing the proper deduction or discrepancies and resubmit invoice for approval.

Section 4. SCOPE OF WORK AND SPECIFICATIONS

4.1 SCOPE OF PROJECT:

The Maryland-National Capital Park and Planning Commission (Commission or MNCPPC) is soliciting bids for the delivery, rental, and cleaning of portal toilets (units) for patron's usage in the Commission's Parks and Facilities.

4.2 Qualifications of Bidders:

Bidders shall submit the following as part of their sealed bid:

- A.** Bidders must submit satisfactory evidence that it has been regularly engaged in performing similar services on which they are bidding for a minimum of three (3) years. Evidence should address similarities of size, scope, and complexity.
- B.** Bidders must also submit satisfactory evidence that it maintains a regularly established place of business and that it has the staff, equipment and resources available to perform the work.
- D.** Bidders must include with its bid evidence of Good Standing with Maryland Department of Assessments and Taxation (SDAT).
- E.** Bidders must provide with its bid, at least three (3) satisfactory references (Form 6B attached) for which similar services have been provided within the last three (3) years. The references must include the name of a contact person, scope of services, dates of services, emails and phone numbers.
- F.** Bidders shall submit all required forms as indicated in Section 5.
- D.** Bidders must provide evidence of a Quality Control Inspector including a capability statement on company letterhead outlining their roles and responsibilities to ensure QA and QC compliance.

4.3 Portable Toilets Specifications

1. Units provided must be standard and ADA compliant.
2. Portal Toilets must be of fiberglass or polyethylene constructions, completely sanitary, capable of being locked inside with indicator on the outside for in use or not use.
3. Each unit must have a mounted hand sanitizer station supplied with antiseptic waterless hand cleaner that meets OSHA & MOSHA requirements.
4. Units must have toilet paper holders which are properly secured and be supplied with toilet paper at all times.
5. Units must have working door hinges, locks, and door latches, and free of graffiti inside and out.
6. Units must be secured to their bases and ADA ramps must be attached the units properly.
7. Units must be free of deteriorates including but not limited to holes, breaks, peeling, broken hardware, missing or cracked toilet seats.

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

8. Units deemed not acceptable to the Commission shall be replaced at no cost to the Commission within 48 hours of notice to the contractor.
9. Units must be numbered, or bar coded for identification purposes at the site location the contractor placed the unit.
10. Units must have a cleaning log where the contractor will maintain and sign off as cleaned. Failure to meet this requirement will result in a performance deduction to the Contractor.

4.4 Additional Requirements

1. Deliveries and pickups of Portal Toilets must be provided to the Commission on a seasonal basis. All deliveries may take place as early as of the first week of March and be picked up no later than first week of December. The Commission reserves the right to adjust the seasonal schedule as deemed in its best interest. The Commission may provide written notice to the contractor for any adjustments to the season.
2. Some units are subject to remain on park property and facilities year-around.
3. Units delivered to the wrong location and/or address must be corrected within 5 days of notice to move the portal toilet to its designated area at no-cost to the Commission.
4. If units are requested to moved, the contractor shall be responsible to move utilizing moving rate as listed on the pricing schedule.
5. Portable units provided for special events shall be delivered at minimum 2 hours before the event takes place unless instructed otherwise by Commission representatives 48 hours prior to the event. The Commission may notify the contractor 48 hours in advance and the Contractor shall provide written confirmation of receipt of the special events request.

4.5 Weekly Maintenance Services

1. Units must be cleaned, sanitized, and deodorized in accordance with scheduled outlined in the pricing form in accordance with each county, park, and/or region or as requested by the Commission.
2. Holding waste tank must be pumped and chemically deodorized with a biodegradable chemical additive and show evidence of sanitization services.
3. Units must be cleaned on the inside and out and disinfected properly.
4. Service personnel must provide a written post on the unit indicating the dates of services.
5. Upon request, the contractor must provide within 24 hours GPS service locations with dates and times as evidence of cleaning to the unit.

4.6 Contractor Responsibilities

1. Obtain all necessary licenses and permits required to fully perform the work included in the contract.
2. Contractor shall be responsible of securing units to their designated areas.
3. Contractor shall be responsible for the loss or damage of unites as result of theft, vandalisms or acts of gods of the units. Replacement units shall provide to the Commission at no additional cost.
4. Contractor must take before and after photographs of maintenance services to provide evidence as services taken place as requested by the Park Manager or designee.

5. Take all necessary precautions to protect persons and property from injury or damage and be responsible for such injury or damage that occurs as a result of contractor's fault or negligence.
6. Attend bi-weekly or monthly meetings with Commission Staff.
7. Remove units as requested by Commission Staff on a timely basis.

4.7 INSPECTIONS

The Contractor shall provide a quality control inspector provide inspections and reports to the Commission on a monthly basis and must attend meetings to discuss any arising issues or concerns. Evidence of inspector must be provided with your bid submission. Inspector shall be responsible for providing pictures and corrective action plan in order to meet with quality services.

The Commission has the right to monitor, inspect and evaluate services called for by the contract at all reasonable places (including the contractor's place of business) and times.

Section 5. FORMS

ALL BIDDERS MUST SUBMIT THE FOLLOWING REQUIRED FORMS WITH YOUR BID:

1. **BID FORM ATTACHMENT A and B-** The Bidder must submit separate Pricing Schedule per county, region, or area for cost of the services and signed by an authorized company representative. All Bid prices entered on the bid form are to be fully loaded prices that include all costs/expenses associated with the scope of services outlined in this solicitation. No reimbursable amounts will be paid to the Contractor. The Bidder is not required to submit pricing schedule for all counties.

All unit cost and extend costs must be clearly entered in dollars and cents. Make decimal points clear and distinct. Any line items offered at no cost to the Commission must be clearly identified as such in the space for unit cost if appropriate, with \$0.00 entered of the extended cost.

NOTE: All quantities noted on the Bid Form are estimated quantities only for the purpose of obtaining a bid price. The quantities for those items may be increased or decreased without any adjustment to the contract unit price. The Contractor must not submit a claim against the Commission for any adjustment to the contract unit price should item(s) be increased or decreased or eliminated.

2. **REFERENCE FORM- FORM C** – The Bidder shall submit three (3) references where it has provided rental portal toilet units and maintenance services for such units.
3. **NONDISCRIMINATION IN SUBCONTRACTING – FORM D.** This form gives directions for documenting compliance with the nondiscrimination policy. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order for the Proposal to be deemed responsive to this IFB.
4. **SUBCONTRACTOR UTILIZATION REPORT – FORM E.** This report documents Subcontractors to be utilized for this RFP, and includes the subcontractor's firm name, type of contract (services to be provided), total sub-contract amount, percentage of total contract amount, and MFD status.
5. **INSURANCE CHECKLIST – FORM F.** The Insurance Checklist must be signed by the authorized member of the firm and the firm's insurance agent. ***Failure to complete and submit this form may result in your firm being deemed non-responsive.*** The bidder shall be required, prior to the execution of the Contract, to furnish a Certificate of Insurance with satisfactory proof of all insurance required by the Insurance Checklist.
6. **STATEMENT OF EVIDENCE OF RESPONSIBILITY – FORM G.** The Offeror shall be required to complete and sign this form, attach all required supporting documentation, and include with the Proposal.
7. **SAMPLE CONTRACT - FORM H.** This is a sample contract for informational purposes. Any exceptions requested shall be submitted at time of bid submission. If no exceptions the

IFB Bid No. B42-120

Delivery, Rental, and Maintenance of Portal Toilets

successful bidder shall submit original signature contract to the Commission for final execution within ten business days of issuing a Letter of Intent to award.

8. **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE- FORM I**
Bidders are requested to return this sheet with your bid response, if applicable. This form is not required.

FORM C- REFERENCE FORM

1. COMPANY NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____
SCOPE OF WORK PERFORMED: _____
CONTRACT PERIOD: FROM _____ TO: _____

2. COMPANY NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____
SCOPE OF WORK PERFORMED: _____
CONTRACT PERIOD: FROM _____ TO: _____

3. COMPANY NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____
SCOPE OF WORK PERFORMED: _____
CONTRACT PERIOD: FROM _____ TO: _____

FORM D: NONDISCRIMINATION IN SUBCONTRACTING FORM

**IFB # B42-120
Delivery, Rental, and Maintenance of Portable Toilets**

**The Maryland-National Capital Park and Planning Commission
Nondiscrimination in Subcontracting Form**

This form gives directions for documenting compliance with the nondiscrimination policy. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order to be deemed responsive to this IFB.

It is the policy of the Commission that any Bidder/Offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of subcontractors/suppliers on Commission projects. Specifically, Bidders/Offerors are required to provide MFDs the opportunity to submit Proposals/offers as subcontractor/suppliers and to award those MFDs submitting low Proposals the subcontracts unless there are legitimate reasons not to do so.

INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.

Statement 1. The Bidder/Offeror will not contract with any subcontractors or materials suppliers to perform any portion of this contract and has not normally contracted with subcontractors or materials suppliers as a part of similar contracts in the past two years. Within five (5) days of notice, the Bidder /Offeror will show evidence as requested that it has not normally subcontracted portions of similar contracts within the past two years.

Statement 2. The Bidder/Offeror has made efforts to provide MFD firms the opportunity to submit Proposals for subcontracting and/or materials supply components of this contract, and will document same using one of the two (2) options:

- Option A Within five (5) days of notice, the Bidder/Offeror will show evidence of the efforts described by providing the Commission copies of documents such as letters or faxes to MFDs; advertisements for Proposals; telephone logs or other notes concerning contacts with MFDs; evidence of participation in pre-Proposal conferences where interest in MFD Proposals was communicated; Proposals received from MFDs and notes concerning evaluation of those Proposals. (The above-mentioned documents are only examples of possible documentation and are not exhaustive.) OR
- Option B Within five (5) days of notice, the Bidder/Offeror will show evidence of efforts by producing letters of intent from MFD subcontractors and/or materials suppliers to perform at least 0% to the total dollar value of the contract.

Contractors are encouraged to contact the Purchasing Office (301) 454-1600 with any questions concerning compliance with the nondiscrimination in subcontracting requirements. The Purchasing Office can also provide a listing of MFD firms which may be considered for subcontracting.

I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Date: _____ **By:** _____
Authorized Signature

Printed Name/Title

NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE PROPOSAL NON-RESPONSIVE, RESULTING IN THE PROPOSAL BEING REJECTED.

FORM F: INSURANCE CHECKLIST

| COVERAGE REQUIRED | LIMITS (Minimums) |
|--|---|
| 1. Worker's Compensation <ul style="list-style-type: none"> • Accident (Each) • Disease (policy limits) • Disease (each employee) | Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease |
| 2. General Liability <ul style="list-style-type: none"> • Products Liability & Completed Operations • Contractual Liability • Premises & Operations • XCU for explosion and/or cave in • Independent Contractors • Personal Injury and Advertising • Medical Payment any one person | All items in No. 2: \$2,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence \$5,000 per occurrence |
| 3. Contractual Indemnity/Hold Harmless Exactly as Specified | |
| 4. Automobile Liability Owned, Hired, Non-owned & Leased <ul style="list-style-type: none"> • Bodily Injury <ul style="list-style-type: none"> ○ Each person ○ Each occurrence • Property Damage <ul style="list-style-type: none"> ○ Each occurrence Or ○ Combined Single Limit | \$ 500,000 \$1,000,000 \$ 300,000 \$1,000,000 |
| 5. Excess Liability Combined Single Limit | \$1,000,000 |
| 6. The Maryland-National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess. | |
| 7. Other Insurance <ul style="list-style-type: none"> • Renovation over \$50,000 (N/A) • Professional Liability For errors, omissions and negligent acts, per claim and per aggregate, with one-year discovery period and no greater than a \$25,000 deductible. Combined Single Limit (Professional services contracts only) | n/a |
| 8. 45 days Cancellation Notice Required | |
| 9. Best's Guide A rating or better/S&P Rating of BBB | |
| 10. The Certificate Must State Bid Number and Bid Title | IFB No. B42-120 |

| OFFEROR AND INSURANCE AGENT STATEMENT | |
|---|-----------------------------------|
| <i>We understand the insurance requirements of these specifications and will comply in full if awarded this contract.</i> | |
| Offeror Signature | Insurance Agency Signature |

FORM G: STATEMENT OF EVIDENCE OF RESPONSIBILITY
IFB # B40-120

1. Name of Bidder _____
2. Business Address _____

3. Where Incorporated _____ Date: _____
4. Give the numbers of years' experience under the present firm name _____
5. Give details if firm ever declared bankruptcy _____

6. Give details if firm has unsatisfied liens and/or judgments _____

7. Attach a **copy of latest Financial Statements** (Balance Sheet and Income Statement). Provide audited financial statements, if available. If not available, provide unaudited or staff prepared financial statements. If neither is available, provide copy of latest Federal tax return.
8. Other Comments _____

The above statements are true, and the information submitted is accurate. The person signing below is authorized to sign for the Proposer.

Signature: _____ Date _____

Name & Title (type or print) _____

Control No. _____

SAMPLE CONTRACT- FORM H

THIS CONTRACT, made this _____ day of _____, 2020, by and between The Maryland-National Capital Park and Planning Commission, a public body corporate of the State of Maryland, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, hereinafter called the "Commission", and **Contractor**, located at **Contractor address**, hereinafter called the "Contractor".

WHEREAS, The Commission requested bids for the Project as set forth in its Invitation for Bid, Number B33-168, dated March 25, 2013, and the Contractor was awarded this Contract based upon the proposal as submitted by the Contractor pursuant to the Invitation for Bid for performing all work in conjunction with **Solicitation name**; and

WHEREAS, it is one of the conditions of the award that a formal contract be executed by and between the Contractor and the Commission, evidencing the terms of the award;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration it is hereby agreed as follows:

1. Performance. The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the work as set forth, in accordance with the proposal submitted by the Contractor dated _____ 2020, attached hereto as Attachment One, and the Commission's Invitation for Bid, Number BNN-NNN, dated Month dd, 2020, attached hereto as Attachment Two. This Contract shall be comprised of the following documents: the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions, the Insurance Check List, the Special Conditions, the Specifications, Bid Forms, the Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract (hereinafter referred to as the "Contract Documents"). The Contract Documents as identified above are incorporated herein, in full, by reference. The Contractor further agrees that it will well and faithfully comply with and perform each obligation imposed upon the Contractor by the award.

2. Conflict in Contract Documents. In the event of a conflict between this Contract and any attachments hereto, the documents shall have precedence in the following order: (1) this Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract; (2) the Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws; (3) the IFB, including the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions and Special Conditions and (4) the Contractor's Bid Forms/Proposal.

3. Payment. The Commission shall pay the Contractor a fee not to exceed _____ dollars(\$XX,XXX.00), based upon the Pricing Schedule in Attachment One, provided the Contractor satisfies the requirements of the Commission's Invitation for Bid, Number BXXX.

4. Term. The term of this Contract shall commence on _____, 2021 and end on _____, 2021.

5. Nondiscrimination in Employment. Contractor agrees a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability and to b) include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials. If Contractor is determined to be in violation of Federal, State or County non-discrimination in employment laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract, and/or any other Commission Contracts in whole or in part, and the Commission may declare Contractor ineligible for any further contracts.

6. Insurance. Contractor will furnish a Certificate of Insurance verifying the existence of any insurance
IFB Bid No. B42-120
Delivery, Rental, and Maintenance of Portal Toilets

coverage required by the Commission's Risk Management Office prior to the Commission executing the contract. The Certificate shall name the Commission as an additional insured and require thirty days advance notice in the event of modification or termination. To the fullest extent permitted by law, Contractor shall waive any right to subrogate against the Commission for any injury, loss or damage arising from this Contract, and shall require that each sub-contractor waive any right to subrogate against the commission for any injury, loss or damage arising from this Contract.

- 7. Indemnification** Contractor shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, and shall require that each sub-contractor indemnify and save harmless the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligent performance or failure to perform any of its obligations under the terms of this Contract.
- 8. Termination for Convenience.** The Commission may terminate this Contract, upon written notice to Contractor. In the event of such termination, Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date on any authorized Task Order, valued according to the rates contained in Contractor's proposal. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons; any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Contract or services performed in conflict with the terms and conditions of the Contract. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.
- 9. Termination for Cause.** This Contract may be terminated by the Commission for cause, upon written notice to Contractor. The Commission will inform Contractor immediately upon the discovery of any non-performance or breach, in order to allow Contractor an opportunity to cure. If, upon notification, Contractor fails to cure within forty-eight (48) hours and does not provide a reasonable explanation for the failure, the Commission may terminate the Task Order immediately. The Commission may terminate the Contract as stated above, if it discovers a continued pattern of non-performance or breach of Task Orders assigned to Contractor. The Commission may withhold any payments due to Contractor until such time as any damages, including any costs incurred by the Commission as a result of Contractor's breach, can be assessed. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause, with no right to cure, for the following reasons: fraud, any fraudulent representation in any invoice or verification required to obtain payment under this Contract, services performed in conflict with the terms and conditions of this Contract or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.
- 10. Cross Default.** Upon the occurrence of a [material] breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Contract, then the Contractor will be deemed to be in [material] breach of its obligations, due performance, representations, warranties, or other agreements under any and all other contracts with the Commission, whether now existing or arising in the future.

Upon the occurrence of such breach under this Contract or any other contract the Contractor has with the Commission, the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Contract and any other contract the Contractor has with the Commission, including but not limited to the right to terminate this Contract and/or any other contract the Contractor has with the Commission, whether now existing or arising in the future. Contractor expressly understands and acknowledges the Commission's rights and remedies created by this provision.

- 11. Compliance.** The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the services or work reflected in this Contract. The Contractor shall comply with the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of this Contract. Further, the

Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

12. Independent Contractor. The Contractor is an independent contractor who is not an agent or employee of the Commission.

13. Assignment Prohibition. The Contractor shall be prohibited from assigning or transferring any rights under this Contract without prior written consent of the Commission.

14. Entire Agreement. This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.

15. Disputes. This contract shall be subject to the provisions of the Commission's Practice 4-10 and the Purchasing Manual. These documents can be obtained by contacting the Commission's Purchasing Division. If there is a dispute concerning this contract, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving contract disputes and claims between the parties. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the contract in accordance with the Purchasing Manual.

16. Severability. If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.

17. Applicable Law. This Contract shall be interpreted in accordance with the laws of the State of Maryland and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

18. Waiver. The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver thereof.

19. Authorized Signer. Each person executing this Contract, whether on its own or on behalf of an organization, hereby certifies that they have been duly authorized to execute this Contract on behalf of such organization.

IN WITNESS WHEREOF, Said Contractor and the Commission have caused these presents to be signed

ATTEST:

CONTRACTOR

By: _____
Printed Name of Authorized Signature Seal

ATTEST:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Gavin Cohen
Secretary-Treasurer

By: _____
Asuntha Chiang-Smith
Executive Director