### **Open Solicitation Plan**

#### For

#### **Open Solicitation #1124815**

#### Heavy Duty Residential Cleaning Services for Seniors and Disabled Adults

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County.

#### Section 4.1.6.3 Procedure

- (1) Public Notice Notice for this Solicitation will be posted on the Montgomery County, Maryland Office of Procurement website.
- (2) Application Process Vendors interested in applying to provide the requested services can obtain a copy of the Open Solicitation packet by visiting DHHS Contract Management Team website at <a href="http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html">http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html</a>. The solicitation packet includes the following:
  - 1) the Notice to Vendors;
  - 2) the Instructions to Vendors; and
  - 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor and all other attachments. Applicants will be required to sign the Application Form (Attachment E, to the Pre-Approved Form Contract), stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.
- (3) Criteria for accepting or rejecting applications The solicitation packet contains the minimum requirements that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the minimum qualifications.
- (4) All responsible applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation The services to be provided under a contract resulting from this Open Solicitation will be based on program needs, provider's location, availability, and/or Contractor's ability to provide the goods or services in the given timeframe.
- (5) Pre-Approved Form Contract Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between County and Contractor ("General Conditions"), without modification.
- (6) Cost The cost for services under contracts resulting from this Open Solicitation will be based on a fixed hourly basis for the heavy-duty residential cleaning services provided. Payments for services for all contracts from this Solicitation must not exceed the available appropriations for the services requested in this Solicitation. Funds for services will be encumbered in purchase orders issued to each provider awarded a contract from this Solicitation. The County's DHHS

Contract Management Team will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

- (7) Cancellation The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.
- (8) Changes to Forms The County may update the Open Solicitation Form contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation or to existing contracts:
  - (a) General Conditions of Contract Between County & Contractor (PMMD-45);
  - (b) Minority Business program & Offeror's Representation (PMMD-90);
  - (c) Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91)
  - (d) Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan. (PMMD -65)
  - (e) Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (PMMD-177); and
  - (f) Business Associate Agreement.

The updated forms will be applicable to new contracts entered after the date they are added to the Open Solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

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#### NOTICE TO VENDORS

#### Open Solicitation #1124815 Heavy-Duty Residential Cleaning Services for Seniors and Disabled

Montgomery County, Maryland (the "County"), through its Department of Health and Human Services (DHHS), is seeking applications from experienced and qualified entities to provide heavy-duty residential cleaning services for County residents, who are either 60 years of age, or who have mental or physical impairments, and/or substance abuse. Upon the County's request, the Contractor will provide individual clients with cleaning services, including labor, equipment, materials, and appliances, and obtain all necessary permits or licenses to remove debris, garbage, waste, and other accumulations from the client's residence.

The purpose of an Open Solicitation under Montgomery County's Procurement Regulations is to permit acceptance of applications on a continuing basis to meet service needs. (The County cannot guarantee a minimum number of or any referrals under a contract resulting from an Open Solicitation.) Interested parties are encouraged to submit an application along with other required materials listed following to allow for processing of a Pre-Approved Form Contract.

A complete description of the Scope of Services required is listed in the Open Solicitation packet in the Pre-Approved Form Contract. You may obtain a packet by visiting DHHS – Contract Management Team website at: https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html.

The County will enter into a contract with each applicant who meets the minimum qualifications as described in the Form Contract and are found to be a responsible organization. The County will sign the contract and return a copy to the applicant. The Form Contract with all attachments will constitute the entire Contract. The applicant must sign the County's Form Contract which includes the General Conditions of Contract between County and Contractor, the County's Business Associate Agreement and other Attachments, as written, with no modification.

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to: HHS.Open.Solicitations@montgomerycountymd.gov

#### INSTRUCTIONS AND VENDOR INFORMATION

The County will enter into a contract with all applicants who meet the minimum qualifications, are found to be responsible and complete and submit the mandatory submissions described below in this document, including copies of required insurance certificates and the Pre-Approved Form Contract properly executed by the applicant. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract. Incomplete applications will not be processed.

Questions regarding this solicitation should be emailed to: HHS.Open.Solicitations@montgomerycountymd.gov

#### **I. Submission Documents -** The following items must be submitted:

- A. <u>Form Contract</u> Attachments of the Form Contract must be filled out correctly and submitted. Please follow these steps:
  - 1. Sign the Form Contract If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
  - 2. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
  - 3. Submit all pages of the Form Contract (not just the signature page), including the completed attachments listed below, or the application will be rejected:
    - a. General Conditions of Contract Between County & Contractor (<a href="https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf">https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf</a>);
    - b. Business Associate Agreement (https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html);
    - c. \*Optional\* Minority Business Program & Offeror's Representation this form may be filled out and submitted if applicable to the applicant's organization; (<a href="https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf">www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf</a>)
    - d. Minority, Female, Disabled Person Subcontractor Performance Plan (MFD Plan) –
       Please submit your MFD plan or request a waiver;
       (<a href="https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf">https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf</a>)
    - e. Application Form Please complete the Application Form in its entirety. Applicant must indicate its organization tax status as either "profit" or "non-profit"; if non-profit, provide IRS Designation Letter;
    - f. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor" (<a href="http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdfww">http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdfww</a>)
    - g. References Please provide with your proposal, three references of similar contracts you've held with other entities. If you have not provided similar services, please narrate what prepares you or your entity to provide the required services under this Open solicitation.

- B. Narrative A description of your organization's layout, amenities, facilities, accommodations, including ability to provide timely labor, equipment, materials, and appliances in response to a County request to clean a client's residence. Applicants must describe how they will provide services to clients, many of whom cannot independently manage activities of daily living, including maintaining a clean and hygienic residence, living in dangerous conditions that pose fire or health hazards, some threatened with eviction. Applicants must address their qualifications and ability to obtain all necessary permits or licenses to remove debris, garbage, waste, and other accumulations from the client's residence. This information must be provided in no more than eight double-spaced typewritten pages, using Times New Roman 12-point font.
- C. <u>Resume</u> Please provide a copy of an up-to-date resume for each person who holds a management position and/or will have direct one-to-one contact providing cleaning services to elderly and disabled individuals, under this Solicitation.
- D. <u>Certificate(s) of Insurance</u> This provides evidence of meeting the insurance requirements set forth in Article VIII. of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
- E. <u>Financial Information</u> Please provide a copy of your agency's most recent audited financial statement. In the case of a sole proprietor, an applicant can submit the prior year's tax return. All applicants must submit additional data as requested by the County to help determine financial responsibility and resolve any questions concerning their financial soundness.
- F. <u>Proof of legal name</u> Please provide the articles of incorporation and articles of amendment, if applicable.
- G. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation
- H. W-9 Tax form or a copy of Social Security card if an individual or Sole Proprietorship.
- I. Proof of tax-exempt status Please provide a determination letter from the IRS, if applicable

#### II. Instructions

- A. Please complete, attach, and send all Submission Documents to: <u>AdultProtectiveServices@montgomerycountymd.gov</u>
- B. If your application meets the Minimum Qualifications stated in the Pre-Approved Form Contract and your organization is found to be responsible, your application will be accepted, approved, and the County will execute the contract and return a copy to you. Once you receive notice from the County of an executed contract and purchase order, you may begin to provide goods or services to clients as described in the Form Contract.
- C. A copy of the County's General Conditions of Contract between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be

- attached as (Attachment A) to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors.
- D. The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation will be based on program needs, provider's location, availability, and /or Contractor's ability to provide the goods or services in the given timeframe.
- E. Award of a contract under this Open solicitation is subject to fiscal appropriations.
- F. The County reserves the right to cancel this Open Solicitation at any time

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT#

#### I. BACKGROUND/INTENT

- A. The County's Department of Health and Human Services (DHHS) Aging and Disabilities Services, Adult Protective Services (APS), solicits applications from qualified, responsible vendors for heavy-duty residential cleaning services for its clients located throughout the County. The Contract services described herein shall be performed in the residences of clients, many of whom are sixty (60) years of age or older, often mentally and physically impaired, and who may have a history of substance abuse who cannot independently manage activities of daily living, including maintaining a clean and hygienic residence, living in dangerous conditions with fire and health hazards; and/or are threatened with eviction. Many clients have health conditions such as incontinence and have pets for which they can no longer care for adequately, resulting in unsanitary living conditions. Most clients are isolated and initially resistant to accepting assistance, requiring skilled casework and, in some cases involuntary legal interventions, to protect them from harm. In severe cases, clients demonstrate signs of hoarding disorder, a condition classified as a mental disorder.
- B. The Contractor was selected under Open Solicitation #1124815, Heavy Duty Residential Cleaning Services for Seniors and Disabled, to provide services in accordance with the Open Solicitation and this Contract.

#### II. SCOPE OF SERVICES

- A. The Contractor must provide heavy-duty residential cleaning services for individual clients, enabling impaired adults to remain in a community setting to age in place as an alternative to premature or unnecessary institutionalization. These services may be court-ordered, due to ongoing eviction proceedings, where the client has been determined to present an environmental risk or health hazard to himself or other residents.
- B. The Contractor must furnish all labor, equipment, materials, and appliances and obtain all necessary permits or licenses to remove debris, garbage, waste, and other accumulated materials from the client's residence. This must be accomplished using non-toxic and non-caustic cleaning solvents to completely clean, disinfect, and exterminate the residence.
- C. The Contractor must maintain unobstructed access to all public corridors, exit ways, stairwells, and elevator lobbies on every floor at the work location. These areas must be kept clear and free of all debris, building materials, tools, containers, and similar items.
- D. The Contractor must protect and be responsible for the existing buildings, facilities, and improvements within the area of their operations under this Contract. Any disturbance or damage to the existing buildings and improvements, or any impairment of facilities resulting directly or indirectly from the Contractor's operations, must be promptly restored, repaired, or replaced without additional cost, and to the satisfaction of the DHHS.

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

- E. The average size of a client's residence ranges from 200 square feet to 1,500 square feet, although some residences may be outside of this range, such as studio apartments, and could be filled from floor to ceiling with debris and other rubbish that must be cleared away prior to cleaning.
- F. Wherever any feature of the work is not fully set forth in this Scope of Services or in the plans, the work must be completed in a manner conforming to best practices for this type of work, provided it satisfies DHHS's requirement.

#### G. WORK AUTHORIZATION

- 1. All work under the Contract must be performed in accordance with a "Work authorization" issued by a DHHS Social Worker.
- 2. When a DHHS Social Worker designates a Work Authorization as an emergency, the Contractor must begin work within forty-eight (48) hours of receiving the authorization and make every effort to complete cleaning in one day or, at most, two days. If two days are insufficient, the Contractor must submit in writing the reason more time is needed and the expected time required to complete the job.
- 3. A DHHS Social Worker representative shall be present at the work location to admit the Contractor, and to acquaint the Contractor's staff with the client. The Contractor must immediately notify the representative when work on a job site is impeded, stopped, or unable to start due to circumstances beyond the Contractor's control.
- 4. Upon completion of the project, the DHHS Social Worker will inspect, verify, and approve "Work Authorization" for purposes of determining the quality of work, rectify any problems or recommendations identified, and release of payment.

#### H. WORK CLASSIFICATION

- 1. The Work Authorization will classify the work required to be performed by the Contractor. The following classifications are not intended to be comprehensive but are meant to provide guidance in determining the work to be billed. The finished work must result in a hygienic, orderly, and safe environment in the client's residence. At a minimum, the Contractor must perform the following services:
  - Cleaning;
  - Rubbish removal, including furniture and organic waste (human or animal waste);
  - Animal carcass(s) removal;
  - Sanitizing and deodorizing premises, particularly when urine and feces are present;
  - Industrial-strength cleaning, i.e., deep cleaning, chemical treatment, movement of large appliances, etc.

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

## 2. Requirements for cleaning bedroom(s), halls, lobbies, foyers, landings, stairwells, basements, closets, and other areas on the premises:

Remove garbage and debris; clean and disinfect; sweep, shampoo, and vacuum carpets and rugs; and wash (mop) floors. In addition, remove carpet, when necessary, and/or all dirt and foreign substances (e.g. chewing gum, paper clips, animal excreta, debris) from the carpet prior to vacuuming. Thoroughly vacuum carpet, including steam cleaning, and rinsing with an extractor to remove all soap and water. Wash/clean thoroughly furniture, cupboards, fixtures, and blinds to remove dirt, grime, and discoloration.

#### 3. Requirements for cleaning kitchen:

Remove garbage and debris, sweep or vacuum, wet mop, and degrease floors. Wash and degrease walls using water and suitable cleaning agents and disinfectants to remove dirt and grime. Remove dried food or excrement from floors, walls, countertops, shelves, cabinets or other surfaces, wash and disinfect surfaces. Defrost and clean refrigerator; clean and degrease stove, sink, and appliances. Clean and degrease inside and outside of shelves and storage cabinets. Wash dishes, pots and pans, arrange contents of shelves for accessibility and order. Thoroughly wash/clean cabinets, fixtures, and blinds to remove dirt, grime, and discoloration.

#### 4. Requirements for cleaning bathroom(s):

Remove garbage and debris, sweep and wash floors and walls, remove dried food or excrement, and disinfect. Clean tub, basins, and inside and outside of toilets with an abrasive cleanser, rinse, disinfect, and air dry. Wash mirrors and medicine cabinets until free of smudges, smears, and dirt. Thoroughly wash/clean cabinets, fixtures, and blinds to remove dirt, grime, and discoloration

#### 5. Requirements for cleaning exterior of house or property

Remove garbage, debris, hazardous materials, and other items that may pose a risk to public health and safety.

6. The Contractor must complete, sign and agree to adhere to the provisions stated in the Business Associate Agreement (Attachment B) attached to this Open Solicitation. The Contractor must also comply with Background checks for Staff and Volunteers (<a href="http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html">http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html</a>).

#### III. MINIMUM QUALIFICATIONS AND STAFFING REQUIREMENTS

- A. The Contractor must have the capacity and ability to provide services throughout Montgomery County, Maryland.
- B. The Contractor must be licensed and bonded, insured, and have adequate staff, equipment, and other resources to cover all occupants in the dwelling as well as the physical property associated with the work assigned by the County.

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

#### IV. OUTCOMES MEASURES

- A. The Contractor must develop and implement a mechanism to assess the quality of services provided and measure progress against the following measures:
  - 1. The County seeks assurance that of those clients utilizing this service, the vast majority, upwards of 85 percent, will benefit from use.
  - 2. At the completion of the work, the occupant can continue to reside in their residence safely.
  - 3. Reduce the public health risk to occupants and the public health and safety risk the residence poses to the community.

#### V. COMPENSATION

- A. The County will compensate the Contractor on a fixed hourly basis per the Level of Cleaning described in B below for heavy-duty residential cleaning services provided under this Contract. The County will issue a blanket purchase order to the Contractor, which encumbers funds under the Contract for the provision of these services based on availability of funding.
- B. Three distinct Levels of Cleaning are required, as described below, in descending order from least to most difficult. There is one rate for Level One Cleaning and a second, higher rate, for Level Two and Level Three Cleaning as per the Rate Sheet (Attachment D). The Rate Sheet (Attachment D) will be posted at: <a href="https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html">https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html</a> Upon the County's Contract Monitor's request, the Contractor(s) will provide estimates based on the number of hours required to execute one of the three levels; the estimate will include, without limitation, all labor, material, and equipment costs; all emergency work; all administrative, reporting, or other requirements; overhead costs; and profit. Each cleaning job under this Open Solicitation will be awarded to the Contractor who can perform the work at the least cost. DHHS has established the following criteria for each Level of Cleaning:

#### Level One

- a. Deep cleaning of residence with one bedroom or less—conducted in response to an extreme environmental situation that is noxious and requires a one-time, extensive (multiple hours/days) intervention and sanitizing and deodorizing of premises.
- b. Rubbish removal, including inorganic waste, machinery, objects, materials, newspaper, dirt and dust
- c. Disposal of fresh garbage
- d. Sanitizing and deodorizing premises

#### Level Two

- a. All cleaning under Level One, above, plus:
- b. Deep cleaning of a two-bedroom residence

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- c. Rubbish removal, including organic waste (human or animal waste product)
- d. Removal of animal carcasses
- e. Sanitizing and deodorizing premises where feces and urine are present
- f. Removal of broken furniture and other items
- g. Extermination

#### Level Three

- a. All cleaning under Level One and Level Two, above, plus:
- b. Deep cleaning of a residence with more than two bedrooms
- C. The County will compensate the Contractor in accordance with the Rate Sheet (Attachment D). In the event these rates change, within 30 days of the effective date, the Department of Health and Human Services' Director or her/his designee will notify the Director, Office of Procurement, and the Contractor and forward a copy of the revised rate sheet indicating the effective date of the new rates. The County will compensate the Contractor only up to the amount stated in the purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the purchase order(s) issued to the Contractor.

#### VI. INVOICES

The Contractor must submit invoices to the County, in a format approved by the County, no later than 15 days following the completion of each Work Authorization. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days. The Contractor's invoices must reflect the hours of service provided. All required data and other supporting documentation must be provided with the Contractor's monthly invoice.

The Contractor must submit invoices to the designated Contract Monitor at the following address: AdultProtectiveServices@montgomerycountymd.gov

#### VII. TERM

The Contract(s) awarded under this Open Solicitation, is effective on the effective date indicated on the signature page and will be for a two (2) year term. The Contractor must perform all work in accordance with the time periods stated in this Contract. Before the Contract term ends, the Director may, (but is not required to) renew this Contract for additional terms, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for two (2) years each. Substantial non-compliance or substantial non-satisfactory performance, as determined in the sole discretion of the County, may lead to a work improvement plan or early termination of the Contract.

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

#### VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference and made part of this Contract as (Attachment A). The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions:

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

#### Commercial General Liability

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

Contractual Liability
Premises and Operations
Independent Contractors & Subcontractors
Products and Completed Operations
Sexual Molestation and Abuse

#### Worker's Compensation/Employer's Liability

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

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

Crime Policy - Broad Form - 3<sup>rd</sup> party coverage

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

A policy for Crime coverage, to include acts of Employee Dishonesty shall be carried for the benefit of the County and the contractor in the following amounts: \$20,000, Contractor will be responsible for the deductible

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

#### **Policy Cancellation**

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

#### Certificate Holder

Montgomery County, MD HHS/Contract Management Team 401 Hungerford Drive, 6<sup>th</sup> floor Rockville, Md 20850

#### IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their terms:

- A. This Contract Document:
- B. The General Conditions of Contract Between County and Contractor (Attachment A);
- C. Business Associate Agreement (Attachment B);
- D. Application Form (Attachment C); and
- E. Rate Sheet (Attachment D).

## Heavy Duty Residential Cleaning Services for Seniors and Disabled FORM CONTRACT #

#### Signature Page

This Contract, which incorporates the approved Form County and Contractor and all required forms under Proprovided to the Contractor, is effective this day of	iority of Documents, copies of which have been  f by and between ery County, Maryland (the "County"). This Contract  Office of Procurement. This Contract and any renewals
SIGNATURE PAGE	
Part A: Contractor's Offer to Provide Services:	Part B: County Acceptance:
(Prospective Contractor Must Complete)	
Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship	MONTGOMERY COUNTY, MARYLAND
Agency Name	Avinash G. Shetty, Director Office of Procurement
Signature*	
Typed Signature	Date
Title	
Date	RECOMMENDATION
	James C. Bridgers, Jr., Ph.D., MBA, Acting Director Department of Health and Human Services
	Date
	This form has been approved as to form and legality by the Office of the County Attorney.

<sup>\*</sup> Must be signed by corporate officer or person legally authorized to bind organization to a contract.

## Attachment C Application Form

Legal Name of Firm/Individual:	
Contact Name:	
Address:	
City and State:	_ Zip Code:
E-mail Address (if applicable):	
Tax Identification # (TIN)	
Phone:Fax #	:
Type of Entity, e.g., for-profit, not-for profit:	
Name of Person or Company that handles the billing and that	t person's telephone number:
	_
Acknowledgment:  I have received a copy of the packet for Open Solicitation #1 agree to the solicitation's requirements, including the insurar of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County's General Conditions (Attachment A) and acceptable of the County of t	ace requirements. I have received a copy
Signature of Person Completing this Form	_
Title	_
Date	_

# Attachment D Rate Sheet

# Open Solicitation #1124815 Heavy-Duty Residential Cleaning Services (Heavy Chore Services)

Per Notice to Vendors for Open Solicitation# 1124815, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a uniform, fixed rate, as determined by the County.

The rate of compensation will be as follows:

Level One - \$60.00 per hour Level Two and Three - \$120.00 per hour

Offeror's will provide estimates based on the number of hours required to execute one of the three levels, and will include, without limitation, all labor, material, and equipment costs; all emergency work; all administrative, reporting, or other requirements; overhead costs; and profit.