



Montgomery County Government

May 17, 1993

Ms. Mary Mace
Contracting Officer
Division of Contracts and
Property Management
United States Nuclear Regulatory Commission
Washington, DC

Dear Ms. Mace:

This letter is to confirm the agreement of Montgomery County (the "County") to sell FULL SHARE FARE MEDIA on consignment to the Nuclear Regulatory Commission for resale/distribution to NRC employees.

The United States Nuclear Regulatory Commission agrees the following conditions:

1. The USNRC monthly consignment level will be set at the level of fare media listed on the attached "Schedule A" at a total face value as listed on the attached "Schedule A". The number of tickets received on consignment may be increased by written amendment to this agreement.
2. The NRC will use the authorized order forms to request re-filling of its consignment level when needed.
3. USNRC agrees to secure and account for the fare media as if it were cash. USNRC will reimburse the County for any fare media that is lost or stolen.
4. USNRC will arrange to pick up its fare media orders from the Division of Transit Services.

Second extension to

NRC-10-93-129

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PDR CONTR
NRC-10-93-129 FDR

Handcarried 6/2

Department of Transportation, Division of Transit Services

110 North Washington Street, Suite 200, Rockville, Maryland 20850-2224, 801 217-2184, TTY 217-6905

DF02 1/1

5. When USNRC wishes to order, USNRC will send the Division a completed order form. A check (payable to Montgomery County Government) for fare media will be included with the order form, or will be delivered to the County within five (5) working days. No additional/subsequent orders for fare media will be filled by the County until previous payment is received. NO commission is provided under this agreement for the sale of this fare media.
6. This agreement expires 45 days from the date of signature of the Division Chief, Transit Services, or on the date the proposed permanent agreement is executed by the COUNTY, which ever occurs first.
7. The County will sell the fare media at the prices listed on "Schedule A", and USNRC agrees to sell/distribute the tickets to employees at no more than these prices. The Division will amend this agreement if any subsequent fare changes affect the selling prices herein.

This agreement may be amended or revised in writing with the mutual agreement of Montgomery County and USNRC.

The attached "General Conditions of Contract Between County and Contractor" are incorporated herein by reference.

Please sign the original and a copy enclosed of this agreement, and return both copies to the County's Division of Transit Services. This contract will not become effective until it is executed by the Chief, Division of Transit Services. One copy will then be returned to you.

(Signature page follows)

Second Extension to
NRC-10-93-129

United States Nuclear Regulatory Commission
Letter of Agreement
Sale of Fare Media
Page three.

U.S. Nuclear Regulatory Commission

Montgomery County, Maryland

Mary H. Mace
Name

Contracting Officer
Title

6-1-93
Date

Stephen Roof
Witness

6-1-93
Date

Gordon A. Aoyagi
Gordon A. Aoyagi, Chief
Division of Transit Services

6/7/93
Date

Matthew
Witness

6/7/93
Date

JM:0659M

Second Extension to
NRC-10-93-129

SCHEDULE "A"SALES LOCATIONS:

- U.S Nuclear Regulatory Commission
Administration Services
ATTN: Renea Bailey - 504-2265
11555 Rockville Pike
Rockville, MD 20852

FARE MEDIA

| <u>FARE MEDIA</u> | <u>DENOMINATION</u> | <u>QUANTITY</u> | <u>TOTAL</u> |
|----------------------------|---------------------|-----------------|--------------|
| 20-Trip Tickets | \$17.00 | 70 | \$ 1,190.00 |
| Metro Rail Farecards(\$22) | \$20.00 | 700 | 14,000.00 |
| Metro Bus Token Rolls | \$18.00 | 37 | 666.00 |
| | | SUBTOTAL | \$15,856.00 |
| Unlim. Rail Only Pass | \$50.00 | 16 | \$800.00 |
| | | SUBTOTAL | \$800.00 |
| MARC Rail Tickets | | | |
| Martinsbg/Rockvl | \$126.00 | 5 | \$630.00 |
| Duffields/Rockvl | \$110.00 | 7 | \$770.00 |
| Harpers Fry/Rockvl | \$110.00 | 5 | \$550.00 |
| Brunswik/Rockvl | \$ 93.00 | 5 | \$465.00 |
| Frederick/Rockvl | \$ 93.00 | 5 | \$465.00 |
| Point-Rocks/Rockvl | \$ 77.00 | 7 | \$539.00 |
| Dickerson/Rockvl | \$ 60.00 | 5 | \$300.00 |
| Barnsvl. Rockvl | \$ 60.00 | 1 | \$ 60.00 |
| Boys/Rockvl | \$ 60.00 | 1 | \$ 60.00 |
| Germtwn/Rockvl | \$ 60.00 | 1 | \$60.00 |
| MetGrove/Rockvl | \$ 60.00 | 1 | \$ 60.00 |
| | | SUBTOTAL | \$3959.00 |
| MARC Camden | | | |
| Balt/Camden | \$110.00 | 3 | \$330.00 |
| MARC Penn | | | |
| Penn/Odenton | \$ 77.00 | 3 | \$231.00 |
| MARC Penn | | | |
| Balt/P4 | \$110.00 | 3 | \$330.00 |
| | | SUBTOTAL | \$891.00 |
| | | TOTAL | \$21,506.00 |

Second Extension to
NRC-10-03-129

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

ACCURATE INFORMATION, ACCOUNTING SYSTEM AND AUDIT The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy.

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

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

APPLICABLE LAWS This contract shall be construed in accordance with the laws and regulations of Maryland and Montgomery County. Montgomery County Procurement Regulation 130-85, as amended by Emergency Regulation 11-89E, is incorporated by reference and made a part of this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations shall govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

ASSIGNMENTS AND SUBCONTRACTS The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Chief, Division of Purchasing and Material Management (CPMM). Unless performance is separately and expressly waived in writing by the CPMM, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the CPMM.

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

CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the CPMM in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the CPMM and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the CPMM; and
- (10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

DISPUTES Any dispute arising under this contract which is not disposed of by agreement must be decided under Section M.2 of Montgomery County Procurement Regulation 130-85, as amended by Emergency Regulation 11-89E. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the CPMM, for the purpose of dispute resolution. The Department Head may, with the contractor's consent, delegate this responsibility to another person (other than the contract administrator). The contractor waives any dispute or claim not made in writing and received by the Department Head within 30 days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information. The Contractor may, at the County's option, be made a party to any related dispute involving another contractor.

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

ENTIRE AGREEMENT There are no promises, terms, conditions, or obligations other than those contained in this contract; and this contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the purchase of goods by the County.

HAZARDOUS AND TOXIC SUBSTANCES Manufacturers and distributors are required by the federal "Hazard Communication Standard" (29 CFR 1910.1201) and the Maryland "Access to Information About Hazardous Materials" (COMAR 26.02.01) to provide information about chemical containers, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets prior to performance of services or contemporaneous with delivery of goods.

IMMIGRATION REFORM AND CONTROL ACT The contractor warrants that both the contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The contractor further assures the County that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

INCONSISTENT PROVISIONS Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, the County's General Conditions will supersede those terms and conditions in the event of any inconsistency.

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

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

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

INSURANCE Prior to the commencement of work under this contract, the contractor must obtain at its own cost and expense and in force and effect during the term of this contract, including extensions, the insurance specified in the applicable table with a surety company licensed or qualified to do business in the State of Maryland. The contractor must submit to the CPMM a copy of the insurance policy or policies prior to award of this contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Sixty days written notice must be given to the County of cancellation or material change in any of the policies. In the event the insurance coverage be less than shown on the applicable table. The requirements of this section may be modified or in part by the CPMM.

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

TABLE — INSURANCE CONDITION NO. 15A

| | Up to \$0 | Up to 100 | Up to 1,000 | Over 1,000 |
|--|-----------|-----------|-------------|----------------------|
| Worker's Compensation (for contractors with employees) | | | | |
| Bodily Injury by | | | | |
| Accident (each) | 100 | 100 | 100 | See Attachment No. 1 |
| Disease (policy limits) | 500 | 500 | 500 | |
| Disease (each employee) | 100 | 100 | 100 | |
| Commercial General Liability | | | | |
| Minimum combined single limit for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attachment No. 1 |
| Minimum Automobile Liability (including owned, hired and non-owned automobiles) | | | | |
| Bodily Injury | | | | |
| each person | 100 | 250 | 500 | See Attachment No. 1 |
| each occurrence | 300 | 500 | 1,000 | |
| Property Damage | | | | |
| each occurrence | 300 | 300 | 300 | |
| Professional Liability | | | | |
| Errors, omissions and negligent acts, per claim and aggregate, with one year coverage period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attachment No. 1 |
| Professional services contracts only | | | | |
| Certificate Holder | | | | |
| Montgomery County Government (Contract #) | | | | |
| Office of Procurement | | | | |
| Rockville Metro Center | | | | |
| 250 Hungerford Drive, Room 175 | | | | |
| Rockville, Maryland 20850-4153 | | | | |

TABLE — INSURANCE CONDITION NO. 15B

| | Up to 50 | Up to 100 | Up to 1,000 | Over 1,000 |
|---|----------|-----------|-------------|----------------------|
| Commercial General Liability | | | | |
| Minimum combined single limit for bodily injury and property damage per occurrence including contractual liability, premises and operations, independent contractors, and product liability | 300 | 500 | 1,000 | See Attachment No. 1 |
| Certificate Holder | | | | |
| Montgomery County Government (Contract #) | | | | |
| Office of Procurement | | | | |
| Rockville Metro Center | | | | |
| 250 Hungerford Drive, Room 175 | | | | |
| Rockville, Maryland 20850-4153 | | | | |

TABLE — INSURANCE CONDITION NO. 15C

| | (DOLLAR VALUES IN \$1,000) |
|--|----------------------------|
| ALL LEASES | |
| Worker's Compensation (for contractors with employees) | |
| Bodily Injury by | |
| Accident (each) | 100 |
| Disease (policy limits) | 500 |
| Disease (each employee) | 100 |
| Commercial General Liability | |
| Minimum combined single limit for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors | 300 |
| Minimum Automobile Liability (including owned, hired and non-owned automobiles) | |
| Bodily Injury | |
| each person | 100 |
| each occurrence | 300 |
| Property Damage | |
| each occurrence | 300 |
| Fire Insurance | |
| Lessee shall be responsible for fire, theft and vandalism insurance on the contents of the leased premises. | |
| Certificate Holder | |
| Montgomery County Government (Contract #) | |
| Office of Procurement | |
| Rockville Metro Center | |
| 250 Hungerford Drive, Room 175 | |
| Rockville, Maryland 20850-4153 | |

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

16. **NON-CONVICTION OF BRIBERY** The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

17. **NONDISCRIMINATION IN EMPLOYMENT** The contractor agrees to comply with the nondiscrimination in employment policies in County contracts as required by Section 11B-3 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The contractor assures the County that, in accordance with applicable law, it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

The Contractor must include the provisions of this section in all subcontracts.

18. **NOTICE OF ETHICS REQUIREMENTS** The contractor is required to comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code. In addition, notice is given of the following code sections:

(a) **GIFTS.** (11B-60) IT IS UNLAWFUL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE TO ANY PUBLIC OR FORMER PUBLIC EMPLOYEE OR FOR ANY PUBLIC OR FORMER PUBLIC EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON GIFTS FOR OR BECAUSE OF:

(1) AN OFFICIAL PUBLIC ACTION TAKEN, OR TO BE TAKEN, OR WHICH COULD BE TAKEN; (2) A LEGAL DUTY PERFORMED, OR TO BE PERFORMED, OR WHICH COULD BE PERFORMED; or (3) A LEGAL DUTY VIOLATED OR TO BE VIOLATED OR WHICH COULD BE VIOLATED BY SUCH PUBLIC OR FORMER PUBLIC EMPLOYEE.

(b) **KICKBACKS.** (11B-50) IT IS UNLAWFUL FOR ANY PAYMENT, GIFT OR BENEFIT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(c) **CONTINGENT FEES.** (11B-51) IF THE AMOUNT OF THE CONTRACT IS IN EXCESS OF THREE THOUSAND DOLLARS, THE CONTRACTOR REPRESENTS THAT HE OR SHE HAS NOT RETAINED ANYONE TO SOLICIT OR SECURE THE CONTRACT FROM THE COUNTY UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPTING FOR BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES MAINTAINED BY THE PERSON SO REPRESENTING FOR THE PURPOSE OF SECURING BUSINESS, OR AN ATTORNEY RENDERING PROFESSIONAL LEGAL SERVICES CONSISTENT WITH APPLICABLE CANONS OF ETHICS.

(d) **EMPLOYMENT RESTRICTIONS.** (11B-52(a)) UNLESS AUTHORIZED BY LAW, IT SHALL BE UNLAWFUL FOR ANY PERSON TRANSACTING BUSINESS WITH THE COUNTY TO EMPLOY A PUBLIC EMPLOYEE FOR EMPLOYMENT CONTEMPORANEOUS WITH HIS OR HER PUBLIC EMPLOYMENT.

(e) **THE CONTRACTOR WARRANTS THAT DURING THE CONTRACT TERM IT WILL EMPLOY NO PRESENT OR FORMER COUNTY EMPLOYEE OR OFFICIAL IN VIOLATION OF SECTION 11B-52 OR 19A-6 OF THE MONTGOMERY COUNTY CODE.**

19. **PAYMENTS** No payment may be made under this contract unless funds for the payment have been appropriated by the Montgomery County Council. Under no circumstances will the County pay the contractor for legal fees or for interest on amounts payable.

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

21. **TERMINATION FOR CAUSE** The CPMM may terminate the contract in whole or in part and from time to time, whenever the CPMM determines that the contractor is:

- defaulting in performance of this contract;
- failing to make satisfactory progress in the prosecution of the contract; or
- endangering the performance of this contract.

Prior to a termination for cause, the County will give the contractor written notice specifying the cause. The notice will give the contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default. If the County determines that a default contributes to the curtailment of an essential service or poses an immediate threat to life or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. Any termination for cause shall be considered a termination for convenience as of the date the contractor was advised of the termination for cause, if there was no cause.

22. **TERMINATION FOR CONVENIENCE** This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the county determines this to be in its best interest. The termination shall be effective 10 days after the notice is issued. The County shall be liable only for payment for acceptable performance prior to the effective date of the termination.

23. ~~23. **TIME TO COMPLETION**~~

24. **WORK UNDER THE CONTRACT** Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements and issuance of any required notice to proceed.

25. **~~GUARANTEE~~**

A. The Contractor herein guarantees that all products offered (or used in the installation of those products) will carry a guarantee against any and all defects for a minimum period of one year from acceptance or as stated in quotation sheet. The Contractor shall be required to correct any and all defects in material and/or workmanship which may appear during the guarantee period by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's warranty or guarantee exceed the requirements stated above, the guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's warranties are to be provided upon request.

C. All warranties and guarantees will be considered to be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner and the Contractor shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.

~~E. Goods and materials provided herein shall be of first quality, latest model and of current manufacture, and are not of such age or so deteriorated as to impair their usefulness or safety. Items that are used or demonstrator models are unacceptable, unless specifically requested in the Specification.~~

26. **MINORITY BUSINESS PROGRAM** It is the policy of the County to actively and aggressively recruit minority-owned businesses to provide goods and services for the performance of governmental functions pursuant to Section 11B-23 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled-owned businesses (MFD). MFD businesses include persons and firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group and include Blacks (not of Hispanic origin), Hispanics, American Indians, Alaska natives, Pacific Islanders, Women, and the Mentally or Physically Disabled.