

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

Atlantic Machinery, Inc
2628 Garfield Avenue
Silver Spring, MD 20910

DATE ISSUED:
CURRENT REFERENCE NO:
CONTRACT TITLE:

May 8. 2019
19-270-R
SEWER VACUUM TRUCK
PARTS AND SUPPLIES

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. XX-XXX-X including any attachments or amendments thereto.

EFFECTIVE DATE: May 8. 2019

EXPIRES: January 31, 2021

RENEWALS: TWO (2) x ONE(1) YEAR RENEWAL OPTIONS FROM INSERT DATES

COMMODITY CODE(S): 6706134

LIVING WAGE: N

ATTACHMENTS:

ARLINGTON COUNTY AGREEMENT No. 19-270-R
MONTGOMERY COUNTY, MD CONTRACT# 1089399

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: Trevor Gardner

VENDOR TEL. NO.: 301-585-0800

EMAIL ADDRESS: TGardner@atlanticmachineryinc.com

COUNTY CONTACT: Jeremy Hassan

COUNTY TEL. NO.: 703-228-3647

COUNTY CONTACT EMAIL: jhassan@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 19-270-R
SEWER VACUUM TRUCK PARTS AND SUPPLIES**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Atlantic Machinery, Inc. ("Contractor"), a corporation with a place of business at 2628 Garfield Avenue, Silver Spring, MD 20910, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, Montgomery County, MD Contract# 1089399, with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor Montgomery County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Montgomery County, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for "Montgomery County" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than January 31, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if Montgomery County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month period from February 1, 2021 – February 20, 2023 ("Subsequent Contract Term"). However, if Montgomery County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date MONTGOMERY COUNTY's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

(30) (72) JDS

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide sewer vacuum truck parts, accessories and supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal

Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project

Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:
Trevor Gardner, Contracts Administrator
Atlantic Machinery, Inc.
2628 Garfield Avenue
Silver Spring, MD 20910

Contact Information for the Department (DES)
Jeremy Hasson, Project Officer
Arlington County Water, Sewer, Streets Bureau
4200 28th Street S.
Arlington, VA 22206

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent

2100 Clarendon Boulevard

Arlington, VA 22201

Attn: ~~Arlene Palmer~~ Igor Scherbakov

Email: ~~ampalmer@arlingtonva.us~~ ischerbakov@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

- Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.
- Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
 - v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
 - vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;

vii. Explosion, Collapse, or Underground (XCU) hazards.

- Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ATLANTIC MACHINERY, INC.

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: IGOR SCHERBAKOV
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Trevor Gardner, #1
V.P.

DATE: 5/8/2019

DATE: 5/6/19



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Pam Jones
Acting Director

January 8, 2019

Trevor Gardner
Atlantic Machinery Inc
2628 Garfield Ave
Silver Spring, MD 20910

Re: Contract Renewal
Modification #2
Contract No.:1089399

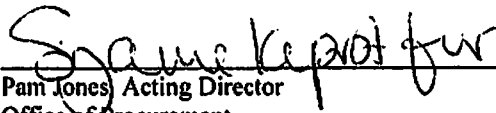
According to the provision entitled "Contract Term" of the above cited contract, this letter constitutes notice of renewal of the contract to cover the 12-month performance period beginning the day immediately following the current expiration date of 1/31/20.

You are obliged to keep on file with this office a current original Certificate of Insurance. The existing Certificate shows an expiration date of 1/1/20. The Certificate must:

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

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

FOR MONTGOMERY COUNTY, MARYLAND



Pam Jones Acting Director
Office of Procurement

1/8/19
Date

cc: Sunil Pandya
Suzanne Kapust

PMMD 41b Rev. 6/15

Office of Procurement

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

montgomerycountymd.gov/311  240-773-3556 TTY

IFB #1080202	MONTGOMERY COUNTY, MARYLAND Construction Original Equipment Manufacturer Replacement Parts and Repair Service SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND 1 (ONE) COPY AND 1 (ONE) ELECTRONIC COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 am LOCAL TIME ON 10/2/2017. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order.

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID


The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: ATLANTIC MACHINERY INC	TELEPHONE NO: 301-585-0800
ADDRESS: 2628 GARFIELD AVE, SILVER SPRING, MD 20910	TOLL FREE NO: 800 423-8903
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO: 301 585-7681
BIDDER'S E-MAIL ADDRESS: TGARDNER@ATLANTICMACHINEBYINC.COM	

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

TREVOR GARDNER JR , PRESIDENT	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
 SIGNATURE OF ABOVE PERSON:	9/20/17 DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: Item # 3A	YOUR CONTRACT NUMBER IS: 1089599
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MONTGOMERY COUNTY, MARYLAND		
BY <u>Mary Ellen Davis Murbin</u> PRINTED NAME OF CONTRACTING OFFICER	 SIGNATURE OF CONTRACTING OFFICER	<u>7/6/18</u> AWARD DATE

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

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE

A. Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

C. A negative reply will not adversely affect consideration of your bid.

D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)

E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.

F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annapolis City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Water Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MD-National Capital Park & Planning Comm.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BRCPC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fredericksburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Govt. & Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	University of the District of Columbia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Govt., Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Auth.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County			

ATLANTIC MACHINERY INC
Vendor Name

QUOTATION SHEET

Item No.	Equipment/Manufacturer	Manufacturer's Current Published Price List Identification Number and Publication Date	Percentage Discount from Current Price List Identified	Labor Rate per Hour for Repairs at County's Facility	Labor Rate per Hour for Repairs at Contractor's Facility
1	Allied Construction Products, LLC		%	\$ /per hour	\$ /per hour
2	Bandit Industries, Inc. /Chipper/Stump Grinder		%	\$ /per hour	\$ /per hour
3	Bobcat Company/Loaders		%	\$ /per hour	\$ /per hour
4	Caterpillar, Inc. Pavers/Graders		%	\$ /per hour	\$ /per hour
5	E.D. Etnyre & Company		%	\$ /per hour	\$ /per hour
6	Eager Beaver Trailers Manufacturer		%	\$ /per hour	\$ /per hour
7	ESSIX Concrete Corp./Mixers		%	\$ /per hour	\$ /per hour
8	Ferguson Compactors Equipment		%	\$ /per hour	\$ /per hour
9	Galion-Goodwin Truck Body Co., LLC		%	\$ /per hour	\$ /per hour
10	Genie Manufacturer Co.		%	\$ /per hour	\$ /per hour
11	Godwin Manufacturer Co.		%	\$ /per hour	\$ /per hour
12	Gradall Industries, Inc. /Excavators		%	\$ /per hour	\$ /per hour
13	Pro Patch Asphalt and Paving Equipment		%	\$ /per hour	\$ /per hour
14	Heavy Hauler Trailers & Truck Accessories		%	\$ /per hour	\$ /per hour
15	Hudson Bros. Trailer Mfg, Inc./Trailers		%	\$ /per hour	\$ /per hour
16	Ingersol-Rand Products/Trailer Mounted Air Compressors		%	\$ /per hour	\$ /per hour
17	J & J Truck Equipment		%	\$ /per hour	\$ /per hour
18	Case Corporation (formerly J.I. Case Company)		%	\$ /per hour	\$ /per hour
19	John Deere Agricultural Equipment		%	\$ /per hour	\$ /per hour
20	Kent Automotive		%	\$ /per hour	\$ /per hour
21	Knapheide/Truck Bodies		%	\$ /per hour	\$ /per hour
22	Kubota Tractor Corporation		%	\$ /per hour	\$ /per hour

QUOTATION SHEET CONTINUED

Item No.	Equipment/Manufacturer	Manufacturer's Current Published Price List Identification Number and Publication Date	Percentage Discount from Current Price List Identified	Labor Rate per Hour for Repairs at County's Facility	Labor Rate per Hour for Repairs at Contractor's Facility
23	Lafarge Road Marking, Inc.		%	\$ /per hour	\$ /per hour
24	Lorenz Manufacturing Co.		%	\$ /per hour	\$ /per hour
25	Mauldin International/Trucks		%	\$ /per hour	\$ /per hour
26	M.B. Co., Inc./Sweepers		%	\$ /per hour	\$ /per hour
27	Miller Curber Co., LLC		%	\$ /per hour	\$ /per hour
28	New Holland USA /Tractors		%	\$ /per hour	\$ /per hour
29	Northwestern Motor Company, Inc./ Tow Tractors		%	\$ /per hour	\$ /per hour
30	PRO PATCH Concrete Equipment		%	\$ /per hour	\$ /per hour
31	REINCO Hydrograssing and Power Mulching Machinery		%	\$ /per hour	\$ /per hour
32	Supreme Corporation		%	\$ /per hour	\$ /per hour
33	Tommy Gate Company		%	\$ /per hour	\$ /per hour
34	VAC-CON Equipment Co.	PRICE LIST DATED 06/01/17 UPDATED 07/31/17	0 %	\$ 125. ⁰⁰ /per hour	\$ 125. ⁰⁰ /per hour
35	Vermeer Corporation/ Construction Equipment		%	\$ /per hour	\$ /per hour
36	Wacker Neuson Equipment Co.		%	\$ /per hour	\$ /per hour
37	Wyco Tool Company		%	\$ /per hour	\$ /per hour
38	Yanmar Engineering Solutions/Construction Equipment		%	\$ /per hour	\$ /per hour
39	Intercon Truck Equipment		%	\$ /per hour	\$ /per hour
40	John Deere Construction Equipment		%	\$ /per hour	\$ /per hour
41	Yale		%	\$ /per hour	\$ /per hour

IFB #1080202	MONTGOMERY COUNTY, MARYLAND Construction Original Equipment Manufacturer Replacement Parts and Repair Service SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND **1** (ONE) COPY AND **1** (ONE) ELECTRONIC COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 am** LOCAL TIME ON **10/2/2017**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

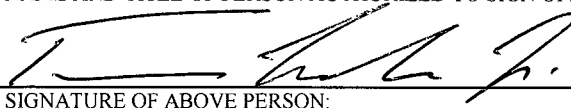
BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: ATLANTIC MACHINERY INC	TELEPHONE NO.: 301-585-0800
ADDRESS: 2628 GARFIELD AVE, SILVER SPRING, MD 20910	TOLL FREE NO.: 800 423-8903
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: 301 585-7681
BIDDER'S E-MAIL ADDRESS: TGARDNER@ATLANTICMACHINERYINC.COM	

ACKNOWLEDGEMENT OF AMENDMENTS
 The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No./Date	Amendment No./Date

TREVOR GARDNER JR, PRESIDENT

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):


9/28/17
 SIGNATURE OF ABOVE PERSON: DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: **YOUR CONTRACT NUMBER IS:**

Item # 34 **1089399**

MONTGOMERY COUNTY, MARYLAND

BY *Amy Ellen Davis Murbin* *[Signature]* *7/6/18*
 PRINTED NAME OF CONTRACTING OFFICER SIGNATURE OF CONTRACTING OFFICER AWARD DATE

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

Method of Award

- ◆ Contracts will be awarded by line item to the responsible bidders offering the lowest responsive bids, as determined by the Director, Office of Procurement. The lowest bids will be determined by a point system (see below) that will be applied to the Percentage Discount from Current Price List and Labor Rate per Hour for Repairs at Contractor's Facility and/or the County's Facility. The responsible bidder, offering the lowest responsive bid (highest combined point score) for each item (manufacturer), will be the Contractor. The County reserves the right to cancel or not to award an item, at its sole discretion.
- ◆ The lowest bid, for each item (manufacturer), will be based on the highest percentage discount from the most current Manufacturer Published Price List for parts; and, the lowest labor rate per hour at the Contractor's Facility and/or the County's Facility for each manufacturer bid. No price list other than the Manufacturer's Published Price List for parts will be accepted, unless the manufacturer does not have a price list. **In that case, a manufacturer's recognized price list of the bidder will be accepted, provided the bidder submits documentation from the manufacturer stating that it does not have a published price list, and that it accepts the bidder's own price list. An item with a price list other than the manufacturer's published price list; or the manufacturer's recognized price list of the bidder will be ruled non-responsive. Documentation and Statement of Price List(s) must be submitted with the bid, only if there is not a Manufacturer's Published Price List and the Manufacturer has recognized another price List.**
- ◆ It is requested that bidders submit the **Manufacturer's Published Price List(s), which is most advantageous to the County** from which percentage discounts are quoted, with their bids. Bidder's **Manufacturer's Published Price List(s)**, from which percentage discounts are quoted, must be provided at any time after bid opening date through contract termination, at the request of the County.
- ◆ A point system (see below) will be applied to the parts percentage discount and labor rate to determine the award for each item (manufacturer). **The responsible bidder submitting a responsive bid with the highest combined point score for each item (manufacturer) will be the Contractor. The bidder must submit a percentage discount for parts, and an hourly rate, to be eligible for an award for Repair Services at Contractor's Facility and/or the County's Facility.**
- ◆ Bidders may bid on any and all items (manufacturers).
- ◆ Percentage discounts for parts apply to parts delivered to the County, as well as parts utilized in the execution of an authorized repair order.
- ◆ If a bidder offers a 0% percentage discount, no points will be awarded for Percentage Discount from Current Price List.
- ◆ If there are no bids received for Repair Service (Labor Rate per Hour) on a particular item (manufacturer), an award for Parts Only (Percentage Discount from Current Published Price List) will be made to the responsible bidders offering the lowest responsive bids, as determined by the Director, Office of Procurement. The lowest bids will be determined by a point system (see below) that will be applied to the parts percentage discount.
- ◆ Additional expenses other than straight time (i.e., fuel surcharge, travel time, meals, lodging, etc.) will not be compensated by the County

Award Evaluation Example

Points will be awarded within each item (manufacturer) for the most advantageous price to the County for parts at a Percentage Discount from Current Published Price List; and the Labor Rate per Hour for Repairs at the Contractor's Facility and the County's Facility.

Each percentage discount point from the Current Manufacturer's Published Price List will be a point awarded to the bidder,

Example: (37% off current Published Price List equates to 37 points).

Each Labor Rate dollar per hour below \$120.00 per hour will receive one point, **Example: (A bid of \$109.00 per hour equates to 11 points) (A bid of \$90.00 per hour equates to 30 points).**

In the example above, a bidder with a percentage discount of 37% for parts, and labor rate of \$90.00 per hour at the Contractor's Facility and a rate of \$109.00 per hour at the County's Facility would receive a combined score of 78 points.

The labor rate per hour offered must be at or below \$120.00 per hour or the bid for that item (manufacturer) will be rejected as non-responsive.

Additional expenditures (fuel surcharge, freight, overhead, shop supplies, EPA compliance, bid insurance requirements, travel time, etc.) must be included in the Percentage Discount from Current Published List Price and Labor Rates per Hour bid.

NOTE: Bidders Bidding on Parts Only are exempt from compliance with Section A, Provision #27 of the Solicitation.

QUOTATION SHEET

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6	Eager Beaver Trailers Manufacturer		%	\$ /per hour	\$ /per hour
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20	Kent Automotive		%	\$ /per hour	\$ /per hour
21	Knapheide/Truck Bodies		%	\$ /per hour	\$ /per hour
22	Kubota Tractor Corporation		%	\$ /per hour	\$ /per hour

QUOTATION SHEET CONTINUED

Item No.	Equipment/Manufacturer	Manufacturer's Current Published Price List Identification Number and Publication Date	Percentage Discount from Current Price List Identified	Labor Rate per Hour for Repairs at County's Facility	Labor Rate per Hour for Repairs at Contractor's Facility
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25	Mauldin International/Trucks		%	\$ /per hour	\$ /per hour
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37	Wyco Tool Company		%	\$ /per hour	\$ /per hour
38	Yanmar Engineering Solutions/Construction Equipment		%	\$ /per hour	\$ /per hour
39.	Intercon Truck Equipment		%	\$ /per hour	\$ /per hour
40.	John Deere Construction Equipment		%	\$ /per hour	\$ /per hour
41.	Yale		%	\$ /per hour	\$ /per hour

QUOTATION SHEET CONTINUED

REQUIRED WARRANTY PERIOD (For Parts)

The County requires the warranty period for the parts to be ninety calendar days from County's acceptance of the parts. The County will evaluate equally, regarding time of warranty, bids that propose warranty for parts within the required warranty period specified below. **Bids that indicate a warranty period less than the "Required" Warranty Period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder's Proposed Warranty Period, only if it offers a warranty in the same or greater time than the required Warranty Period. If the Bidder does not indicate its own Warranty Period, then the Bidder shall accept the required Warranty Period and it will apply to the award.

<u>ITEM NO.</u>	<u>WARRANTY PERIOD REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED WARRANTY PERIOD</u>
ALL	90 Calendar Days	<u>30</u> Calendar Days, <i>SELECT MAJOR ITEMS UP TO 1 YEAR</i>

REQUIRED WARRANTY PERIOD (For Service)

The County requires the warranty period for the service to be ninety calendar days from County's acceptance of the service. The County will evaluate equally, regarding time of warranty, bids that propose warranty for service within the required warranty period specified below. **Bids that indicate a warranty period less than the "Required" Warranty Period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder's Proposed Warranty Period, only if it offers a warranty in the same or greater time than the required Warranty Period. If the Bidder does not indicate its own Warranty Period, then the Bidder shall accept the required Warranty Period and it will apply to the award.

<u>ITEM NO.</u>	<u>WARRANTY PERIOD REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED WARRANTY PERIOD</u>
ALL	90 Calendar Days	<u>90</u> Calendar Days

MANUFACTURER SELF-CERTIFICATION

Please indicate below if you are or are not a manufacturer authorized service center, parts retailer, and if your parts and service will be covered by a manufacturer's warranty. **Failure to indicate will deem your bid non-responsive.**

Bidder is an Original Equipment Manufacturer Authorized Dealer certified to perform all warranty repairs to include extended Emission repairs, file warranty claims, perform Electronic/Powertrain Control and all other Control module programming and reprogramming/flashes to comply with Technical Service Bulletins, Recalls and general repairs as specified by the Manufacturer.

YES NO

CONTACT PERSONS

Contact Person for Questions Concerning Your Bid: T GARDNER
Telephone Number # 301-585-0800

Email Address: TGARDNER@ATLANTICMACHINERYINC.COM

Contact Person for Placing Service/Repair Orders: DARREN ANDERSON
Telephone Number # 301-585-0800

Email Address: DARREN@ALANTICMACHINERYINC.COM

LOCATION OF SERVICE FACILITY

Name of Location: ATLANTIC MACHINERY INC

Address: 2628 GARFIELD AVE
SILVER SPRING MD 20910

Telephone Number # 301-585-0800

OPERATING HOURS

Normal Operating Hours - Weekdays: From: 8:00 AM To: 5:00 PM

Normal Operating Hours - Saturdays: From: — AM To: — PM

CREDIT CARD

Please check if your company accepts MasterCard® UP TO \$5000.00,
ABOVE \$5000.00 A 2.5% FEE IS ADDED

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

Name of Subcontractor: NONE

Address: _____

Telephone #: _____

1. Name of Firm: Charles County
Address: 5310 Hawthorne Rd. City: LaPlata ST: MD Zip: 20646
Contact Person: Steve Strobel Phone: 301-609-5620
Email Address: strobest@charlescounty.org

2. Name of Firm: Delaware DOT
Address: PO Box 778 City: Dover ST: DE Zip: 19903
Contact Person: George Unkle Phone: 302-760-2407
Email Address: george.unkle@state.de.us

3. Name of Firm: City of Rockville
Address: 14625 Rothgeb Dr. City: Rockville ST: MD Zip: 20850
Contact Person: Jack DeFriesse Phone: 240-876-7536
Email Address: jackdefriesse@gmail.com

Notice to Bidders

Invitation for Bids

1080202

for

Construction Original Equipment Manufacturer Repair Service and Replacement Parts

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #27, under Section A, "Services Contract", on page 4, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for nonresponsiveness.

As noted in Attachment "C" (Section A on Page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees and all subcontractor's employees governed by the Wage Requirements Law, for each payroll period, to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and each subcontractor's employee: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note, the information pertaining to the Wage Requirements law that is contained in Attachment C. Note that for services contracts, you can find the current mandatory per-hour wage rate payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/WRL).

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166 prior to the date and time specified in the attached solicitation.

The County will not accept bids it receives by fax or email. All faxed or emailed bids will be returned to the bidder.

Please note:

- The **Name and Signature Requirements** sections located on the Solicitation, Bid, and Award Sheet. **Failure to sign your bid as required may be cause for your bid to be deemed nonresponsive.**
- The **Mandatory Bid Submissions** on Page B. The checked items must be submitted with your bid. **Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.**
- The **Method of Award** stated in this solicitation on Page A and Page 1, in Section A, Item #3.

IFB #1080202
BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
 ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180
 ROCKVILLE, MARYLAND 20850-4166

IFB#:	1080202	OPENING DATE:	10/2/2017 10/9/2017	OPENING TIME:	11:00am
FOR:	Construction Original Equipment Manufacturer Replacement Parts and Repair Service			ISSUE DATE:	9/1/2017

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES	
The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.	
1	<input type="checkbox"/> BID GUARANTEE: A bid guarantee of N/A is required for this bid.
2	<input checked="" type="checkbox"/> INTENT: A. <input checked="" type="checkbox"/> B. _____
3	<input checked="" type="checkbox"/> METHOD OF AWARD A. _____ B. _____ C. _____ D. _____ E. <input checked="" type="checkbox"/> (other) See page E-1 for Method of Award
4	<input checked="" type="checkbox"/> OPTIONAL PRE-BID CONFERENCE Date: 9/15/2017 Time: 1 pm Location: Equipment Maintenance and Transit Operations Center ("EMTOC") DGS/Division of Fleet Management Services 2 nd Floor 16700 Crabbs Branch Way Rockville, MD 20855
5	<input type="checkbox"/> OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/> QUESTIONS: Technical Contact: Aubrey Bentham 240.777.5773 <u>Aubrey.Bentham@montgomerycountymd.gov</u> Non-Technical Contact: Suzanne Kapust 240.777.9947, <u>Suzanne.Kapust@montgomerycountymd.gov</u>
7	<input type="checkbox"/> SAMPLES
27	<input checked="" type="checkbox"/> SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate)
28	<input type="checkbox"/> CONSTRUCTION CONTRACT (see Attachment D)
All provisions in the solicitation, including Section A, numbers 8 through 29, shall be applicable to any contract awarded as a result of this solicitation.	

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR	
All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation are listed (in Table ___ of Provision 21) or in Attachment ___. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor)	
SECTION C – SPECIAL TERMS AND CONDITIONS	
The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.	
1	<input type="checkbox"/> ADD OR DELETE
2	<input checked="" type="checkbox"/> ANNUAL PRICE ADJUSTMENT (For Labor Only) A. <input checked="" type="checkbox"/> Commodity/Service Group: Subtitle "Motor Vehicle Maintenance and Repair Category – Motor Vehicle Repair (http://www.bls.gov/news.release/cpi.t01.htm)" B. _____ All Items
3	<input checked="" type="checkbox"/> CATALOG DISCOUNT PRICES
4	<input checked="" type="checkbox"/> CATALOG/PRICE LIST REQUIREMENTS
5	<input type="checkbox"/> CERTIFICATE OF ORIGIN
6	<input checked="" type="checkbox"/> CLEANING OF SITE (Onsite Repairs Only)
7	<input checked="" type="checkbox"/> CONTRACT ADMINISTRATOR: Sunil Pandya 240.777.6183
8	<input checked="" type="checkbox"/> CONTRACT TERM _____ X A. _____ B. Other: _____
9	<input type="checkbox"/> CONTRACT VALUE
10	<input type="checkbox"/> CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/> CORRECTION OF WORK AFTER FINAL PAYMENT
12	<input type="checkbox"/> CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input type="checkbox"/> DAMAGE/SHORTAGE
14	<input checked="" type="checkbox"/> DEALER STATUS
15	<input checked="" type="checkbox"/> DELAYS AND EXTENSION OF TIME

16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS: Equip. Mgmt. & Transit Operations Center (EMTOC) 16700 Crabbs Branch Way Rockville, Maryland 20855 Attn: Damian Johnson (240) 777-5741 Brookville Maintenance Facility (BMF) 8710 Brookville Road Silver Spring, Maryland 20910 Attn: Carlos Medina (301) 565-5638 Small Transit Shop (STS) 4901 Nicholson Court Kensington, Maryland 20895 Attn: Gregory Chomicz (240) 777-5617
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19		ESTIMATES
20	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
21	<input checked="" type="checkbox"/>	HEAVY DUTY
22	<input checked="" type="checkbox"/>	INVOICES : Division of Fleet Management Services Accts. Payable, 2 nd Floor 16700 Crabbs Branch Way Rockville, Maryland 20855 All true and correct copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.
23		LABOR COSTS
24		MANUALS
25	<input checked="" type="checkbox"/>	MATERIAL AND WORKMANSHIP
26	<input checked="" type="checkbox"/>	MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30	<input checked="" type="checkbox"/>	NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33	<input checked="" type="checkbox"/>	PARTS/SERVICE
34		PAYMENTS
35		PERFORMANCE BOND: In the amount of ____ is required.
36		(this provision has been intentionally left blank)
37	<input checked="" type="checkbox"/>	PROTECTION OF EXISTING FACILITIES

38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40		QUANTITIES
41	<input checked="" type="checkbox"/>	SAFETY STANDARDS
42		SERVICE
43	<input checked="" type="checkbox"/>	SITE AND EQUIPMENT INSPECTION
44	<input checked="" type="checkbox"/>	TRAVEL TIME
45		WARRANTY
46	<input checked="" type="checkbox"/>	REQUIREMENTS CONTRACTS
47	<input checked="" type="checkbox"/>	PERCENTAGE DISCOUNTS (For Parts Only)
48	<input checked="" type="checkbox"/>	PRICE ADJUSTMENT (For Parts Only)
49	<input checked="" type="checkbox"/>	JOB RELEASES (For Repairs Only)
50	<input checked="" type="checkbox"/>	REPAIR SERVICE (JOB) SCHEDULE (For Repairs Only)
51	<input checked="" type="checkbox"/>	LIQUIDATED DAMAGES FOR REPAIR SCHEDULE
52	<input checked="" type="checkbox"/>	MANUFACTURER AUTHORIZED DEALER
53	<input checked="" type="checkbox"/>	QUALIFICATIONS
54	<input checked="" type="checkbox"/>	ADDITIONAL LOCATIONS
55	<input checked="" type="checkbox"/>	WARRANTY SUBMISSION
56	<input checked="" type="checkbox"/>	WARRANTY REPAIRS
57	<input checked="" type="checkbox"/>	WARRANTY FOR PARTS
58	<input checked="" type="checkbox"/>	LIQUIDATED DAMAGES FOR WARRANTY REPAIRS
59	<input checked="" type="checkbox"/>	ITEMS RETURNED FOR CREDIT (For Parts Only)
60	<input checked="" type="checkbox"/>	UNUSED ITEMS
61	<input checked="" type="checkbox"/>	PRODUCT QUALITY/SPECIFICATIONS
62	<input checked="" type="checkbox"/>	ACCEPTANCE EVALUATION
63	<input checked="" type="checkbox"/>	REPAIR SERVICE AND PARTS DELIVERY REQUIREMENTS
64	<input checked="" type="checkbox"/>	AUTHORIZED CONTRACT ADMINISTRATOR DESIGNEE
65	<input checked="" type="checkbox"/>	ACCELERATED DELIVERY FEE
66	<input checked="" type="checkbox"/>	EXPRESS AUTHORITY
67	<input checked="" type="checkbox"/>	EMERGENCY/EMERGENCY PREPARATION
68	<input checked="" type="checkbox"/>	TAX EXEMPTION
69	<input checked="" type="checkbox"/>	NAME CHANGE
70	<input checked="" type="checkbox"/>	CONTRACTOR'S REPAIR FACILITY REQUIREMENT
71	<input checked="" type="checkbox"/>	INTENT

MANDATORY SUBMISSIONS:

a. **BID SUBMISSIONS:**

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply:

- "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E-1 through E-5 Quotation Sheet(s))
 Other: Manufacturer Self Certification
 Current Manufacturer catalog(s) _____ Descriptive Literature (See page E-4)
- Price-List(s) Delivery Schedule _____ Bid Guarantee (see pages A & 1)
- Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C)

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.

(Bidders Must Complete the NAME & SIGNATURE REQUIREMENTS in Part II on the Solicitation, Bid and Award Sheet, Page E)

b. AWARD SUBMISSIONS:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation, must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), If requested in the Intent to Award notice.

Price-List(s) _____ Personnel Data
 _____ Installation Schedules _____ Plans or Drawings

Other: as follows: Current Certification of Manufacturer Authorized Dealer (See Provision C. 52) _____ Performance Bond (See Pages B & 10)

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

Wage Requirements Certification of Posting Notice

Failure to submit information in a timely manner as indicated may cause the Bidder and/or bid to be deemed non responsible.

OPTIONAL SUBMISSIONS

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation), are requested to be submitted with your bid reply:

Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B)
 (To ensure a contract can move forward as a result of this solicitation, the plan needs be submitted with your bid.)

Mid-Atlantic Purchasing Team Rider Clause (See Page D)

References (See Below)

Minority Business Program & Offeror's Representation (Attachment A)

REFERENCES (at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled nonresponsive or nonresponsive by the Director, Office of Procurement or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

2. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

3. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE

- A. Extension to Other Jurisdictions**
The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.
- B. Contract Agreement**
Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractors(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.
- C.** A negative reply will not adversely affect consideration of your bid.
- D.** It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)
- E.** The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.
- F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**
This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.
- G. Notification and Reporting**
The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Howard County Schools
_____	_____	Alexandria Public Schools	_____	_____	Herndon, Virginia
_____	_____	Alexandria Sanitation Authority	_____	_____	Leesburg, Virginia
_____	_____	Annapolis City	_____	_____	Loudoun County, Virginia
_____	_____	Anne Arundel County	_____	_____	Loudoun County Public Schools
_____	_____	Anne Arundel Schools	_____	_____	Loudoun County Water Authority
_____	_____	Arlington County, Virginia	_____	_____	Manassas, Virginia
_____	_____	Arlington County Public Schools	_____	_____	City of Manassas Public Schools
_____	_____	Baltimore City	_____	_____	Manassas Park, Virginia
_____	_____	Baltimore County Schools	_____	_____	MD-National Capital Park & Planning Comm.
_____	_____	Bladensburg, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Bowie, Maryland	_____	_____	Metropolitan Washington Council of Governments
_____	_____	BRCPC	_____	_____	Montgomery College
_____	_____	Carroll County	_____	_____	Montgomery County Public Schools
_____	_____	Carroll County Schools	_____	_____	Prince George's County, Maryland
_____	_____	Charles County Government	_____	_____	Prince George's Public Schools
_____	_____	Charles County Schools	_____	_____	Prince William County, Virginia
_____	_____	City of Fredericksburg	_____	_____	Prince William County Public Schools
_____	_____	College Park, Maryland	_____	_____	Prince William County Service Authority
_____	_____	District of Columbia Government	_____	_____	Rockville, Maryland
_____	_____	District of Columbia Schools	_____	_____	Spotsylvania County Govt. & Schools
_____	_____	District of Columbia Water & Sewer Auth.	_____	_____	Stafford County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Fairfax County Water Authority	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Falls Church, Virginia	_____	_____	University of the District of Columbia
_____	_____	Fauquier County Schools & Govt., Virginia	_____	_____	Vienna, Virginia
_____	_____	Frederick, Maryland	_____	_____	Washington Metropolitan Area Transit Auth.
_____	_____	Gaithersburg, Maryland	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Greenbelt, Maryland	_____	_____	Winchester, Virginia
_____	_____	Harford County	_____	_____	Winchester Public Schools
_____	_____	Harford County Schools	_____	_____	
_____	_____	Howard County	_____	_____	

Vendor Name _____

IFB #1080202	MONTGOMERY COUNTY, MARYLAND Construction Original Equipment Manufacturer Replacement Parts and Repair Service SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND **1** (ONE) COPY AND **1** (ONE) ELECTRONIC COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 am** LOCAL TIME ON **10/2/2017**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:
BIDDER'S E-MAIL ADDRESS:	

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):
SIGNATURE OF ABOVE PERSON: DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: YOUR CONTRACT NUMBER IS:

MONTGOMERY COUNTY, MARYLAND

BY _____

PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE
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THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

Method of Award

- ◆ Contracts will be awarded by line item to the responsible bidders offering the lowest responsive bids, as determined by the Director, Office of Procurement. The lowest bids will be determined by a point system (see below) that will be applied to the Percentage Discount from Current Price List and Labor Rate per Hour for Repairs at Contractor's Facility and/or the County's Facility. The responsible bidder, offering the lowest responsive bid (highest combined point score) for each item (manufacturer), will be the Contractor. The County reserves the right to cancel or not to award an item, at its sole discretion.
- ◆ The lowest bid, for each item (manufacturer), will be based on the highest percentage discount from the most current Manufacturer Published Price List or Manufacturer's Suggested Retail Price List (MSRP) for parts; and, the lowest labor rate per hour at the Contractor's Facility and/or the County's Facility for each manufacturer bid. No price list other than the Manufacturer's Published Price List or MSRP List for parts will be accepted, unless the manufacturer does not have a price list. In that case, a manufacturer's recognized price list of the bidder will be accepted, provided the bidder submits documentation from the manufacturer stating that it does not have a published price list, and that it accepts the bidder's own price list. An item with a price list other than the manufacturer's published price list or MSRP List; or the manufacturer's recognized price list of the bidder will be ruled non-responsive. Documentation and Statement of Price List(s) must be submitted with the bid, only if there is not a Manufacturer's Published Price List or MSRP List and the Manufacturer has recognized another price List. *If there is no available Manufacturer's Published Price List(s) or MSRP List(s) for manufacturer(s) bid, the Bidder must submit a letter from the manufacturer(s) certifying that there are no published Manufacturer's Published Price List(s) or MSRP List(s).*
- ◆ It is requested that Bidders must submit the Manufacturer's Published Price List(s) or MSRP List(s), which is most advantageous to the County from which percentage discounts are quoted, with their bid: within ten (*10) working days from request by the County. *If there is no available Manufacturer's Published Price List(s) or MSRP List(s) for manufacturer(s) bid, the Bidder must submit a letter from the manufacturer(s) certifying that there are no published Manufacturer's Published Price List(s) or MSRP List(s). Bidders failing to provide the Manufacturer's most current published Price List or certified letter from the manufacturer within ten (*10) business days from request by the County will not be considered for award of that individual manufacturer line item bid.* Bidder's Manufacturer's Published Price List(s) or MSRP List(s), from which percentage discounts are quoted, must be provided at any time after bid opening date through contract termination, at the request of the County.
- ◆ A point system (see below) will be applied to the parts percentage discount and labor rate to determine the award for each item (manufacturer). The responsible bidder submitting a responsive bid with the highest combined point score for each item (manufacturer) will be the Contractor. The bidder must submit a percentage discount for parts, and an hourly rate, to be eligible for an award for Repair Services at Contractor's Facility and/or the County's Facility.
- ◆ Bidders may bid on any and all items (manufacturers).
- ◆ Percentage discounts for parts apply to parts delivered to the County, as well as parts utilized in the execution of an authorized repair order.
- ◆ If a bidder offers a 0% percentage discount, no points will be awarded for Percentage Discount from Current Price List.
- ◆ If there are no bids received for Repair Service (Labor Rate per Hour) on a particular item (manufacturer), an award for Parts Only (Percentage Discount from Current Published Price List or MSRP List) will be made to the responsible bidders offering the lowest responsive bids, as determined by the Director, Office of Procurement. The lowest bids will be determined by a point system (see below) that will be applied to the parts percentage discount.
- ◆ Additional expenses other than straight time (i.e., fuel surcharge, travel time, meals, lodging, etc.) will not be compensated by the County

Award Evaluation Example

Points will be awarded within each item (manufacturer) for the most advantageous price to the County for parts at a Percentage Discount from Current Published Price List or MSRP List; and the Labor Rate per Hour for Repairs at the Contractor's Facility and the County's Facility.

Each percentage discount point from the Current Manufacturer's Published Price List or MSRP List will be a point awarded to the bidder, Example: (37% off current Published Price List or MSRP List equates to 37 points).

Each Labor Rate dollar per hour below \$120.00 per hour will receive one point, Example: (A bid of \$109.00 per hour equates to 11 points) (A bid of \$90.00 per hour equates to 30 points).

In the example above, a bidder with a percentage discount of 37% for parts, and labor rate of \$90.00 per hour at the Contractor's Facility and a rate of \$109.00 per hour at the County's Facility would receive a combined score of 78 points.

The labor rate per hour offered must be at or below \$120.00 per hour or the bid for that item (manufacturer) will be rejected as non-responsive.

Additional expenditures (fuel surcharge, freight, overhead, shop supplies, EPA compliance, bid insurance requirements, travel time, etc.) must be included in the Percentage Discount from Current Published List Price or MSRP List and Labor Rates per Hour bid.

NOTE: Bidders Bidding on Parts Only are exempt from compliance with Section A, Provision #27 of the Solicitation.

QUOTATION SHEET

Item No.	Equipment/Manufacturer	Manufacturer's Current Published Price List <u>or</u> <u>MSRP List</u> Identification Number and Publication Date	Percentage Discount from Current Price List Identified	Labor Rate per Hour for Repairs at County's Facility	Labor Rate per Hour for Repairs at Contractor's Facility
1	Allied Construction Products, LLC		%	\$ /per hour	\$ /per hour
2	Bandit Industries, Inc. /Chipper/Stump Grinder		%	\$ /per hour	\$ /per hour
3	Bobcat Company/Loaders		%	\$ /per hour	\$ /per hour
4	Caterpillar, Inc. Pavers/Graders		%	\$ /per hour	\$ /per hour
5	E.D. Etnyre & Company		%	\$ /per hour	\$ /per hour
6	Eager Beaver Trailers Manufacturer		%	\$ /per hour	\$ /per hour
7	ESSIX Concrete Corp./Mixers		%	\$ /per hour	\$ /per hour
8	Ferguson Compactors Equipment		%	\$ /per hour	\$ /per hour
9	Galion-Goodwin Truck Body Co., LLC		%	\$ /per hour	\$ /per hour
10	Genie Manufacturer Co.		%	\$ /per hour	\$ /per hour
11	Godwin Manufacturer Co.		%	\$ /per hour	\$ /per hour
12	Gradall Industries, Inc. /Excavators		%	\$ /per hour	\$ /per hour
13	Pro Patch Asphalt and Paving Equipment		%	\$ /per hour	\$ /per hour
14	Heavy Hauler Trailers & Truck Accessories		%	\$ /per hour	\$ /per hour
15	Hudson Bros. Trailer Mfg, Inc./Trailers		%	\$ /per hour	\$ /per hour
16	Ingersol-Rand Products/Trailer Mounted Air Compressors		%	\$ /per hour	\$ /per hour
17	J & J Truck Equipment		%	\$ /per hour	\$ /per hour
18	Case Corporation (formerly J.I. Case Company)		%	\$ /per hour	\$ /per hour
19	John Deere Agricultural Equipment		%	\$ /per hour	\$ /per hour
20	Kent Automotive		%	\$ /per hour	\$ /per hour
21	Knapheide/Truck Bodies		%	\$ /per hour	\$ /per hour
22	Kubota Tractor Corporation		%	\$ /per hour	\$ /per hour

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 QUOTATION SHEET CONTINUED

Item No.	Equipment/Manufacturer	Manufacturer's Current Published Price List <u>or</u> <u>MSRP List</u> Identification Number and Publication Date	Percentage Discount from Current Price List Identified	Labor Rate per Hour for Repairs at County's Facility	Labor Rate per Hour for Repairs at Contractor's Facility
23	Lafarge Road Marking, Inc.		%	\$ /per hour	\$ /per hour
24	Lorenz Manufacturing Co.		%	\$ /per hour	\$ /per hour
25	Mauldin International/Trucks		%	\$ /per hour	\$ /per hour
26	M.B. Co., Inc./Sweepers		%	\$ /per hour	\$ /per hour
27	Miller Curber Co., LLC		%	\$ /per hour	\$ /per hour
28	New Holland USA /Tractors		%	\$ /per hour	\$ /per hour
29	Northwestern Motor Company, Inc./ Tow Tractors		%	\$ /per hour	\$ /per hour
30	PRO PATCH Concrete Equipment		%	\$ /per hour	\$ /per hour
31	REINCO Hydrograssing and Power Mulching Machinery		%	\$ /per hour	\$ /per hour
32	Supreme Corporation		%	\$ /per hour	\$ /per hour
33	Tommy Gate Company		%	\$ /per hour	\$ /per hour
34	VAC-CON Equipment Co.		%	\$ /per hour	\$ /per hour
35	Vermeer Corporation/ Construction Equipment		%	\$ /per hour	\$ /per hour
36	Wacker Neuson Equipment Co.		%	\$ /per hour	\$ /per hour
37	Wyco Tool Company		%	\$ /per hour	\$ /per hour
38	Yanmar Engineering Solutions/Construction Equipment		%	\$ /per hour	\$ /per hour
39.	Intercon Truck Equipment		%	\$ /per hour	\$ /per hour
40.	John Deere Construction Equipment		%	\$ /per hour	\$ /per hour
41.	Yale		%	\$ /per hour	\$ /per hour
42.	<u>Morgan Corporation</u>		%	\$ /per hour	\$ /per hour

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QUOTATION SHEET CONTINUED

OPTIONAL ITEMS:

Accelerated Delivery Fee: \$ _____ /per order (See Section C, provision 65)

YES Can Provide Accelerated Delivery

NO Can Not Provide Accelerated Delivery

REQUIRED WARRANTY PERIOD (For Parts)

The County requires the warranty period for the parts to be ninety calendar days from County's acceptance of the parts. The County will evaluate equally, regarding time of warranty, bids that propose warranty for parts within the required warranty period specified below. **Bids that indicate a warranty period less than the "Required" Warranty Period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder's Proposed Warranty Period, only if it offers a warranty in the same or greater time than the required Warranty Period. If the Bidder does not indicate its own Warranty Period, then the Bidder shall accept the required Warranty Period and it will apply to the award.

<u>ITEM NO.</u>	<u>WARRANTY PERIOD REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED WARRANTY PERIOD</u>
ALL	90 Calendar Days	_____ Calendar Days

REQUIRED WARRANTY PERIOD (For Service)

The County requires the warranty period for the service to be ninety calendar days from County's acceptance of the service. The County will evaluate equally, regarding time of warranty, bids that propose warranty for service within the required warranty period specified below. **Bids that indicate a warranty period less than the "Required" Warranty Period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder's Proposed Warranty Period, only if it offers a warranty in the same or greater time than the required Warranty Period. If the Bidder does not indicate its own Warranty Period, then the Bidder shall accept the required Warranty Period and it will apply to the award.

<u>ITEM NO.</u>	<u>WARRANTY PERIOD REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED WARRANTY PERIOD</u>
ALL	90 Calendar Days	_____ Calendar Days

MANUFACTURER SELF-CERTIFICATION

Please indicate below if you are or are not a manufacturer authorized service center, parts retailer, and if your parts and service will be covered by a manufacturer's warranty. **Failure to indicate will deem your bid non-responsive.**

Bidder is an Original Equipment Manufacturer Authorized Dealer certified to perform all warranty repairs to include extended Emission repairs, file warranty claims, perform Electronic/Powertrain Control and all other Control module programing and reprograming/flashes to comply with Technical Service Bulletins, Recalls and general repairs as specified by the Manufacturer.

YES NO

QUOTATION SHEET CONTINUED

REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after receipt of a purchase order or release against a blanket purchase order)

<u>ITEM NO.</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>ALL</u>	<u>72 hours</u>	<u>hours</u>

CONTACT PERSONS

Contact Person for Questions Concerning Your Bid: _____
Telephone Number # _____

Email Address: _____

Contact Person for Placing Service/Repair Orders: _____
Telephone Number # _____

Email Address: _____

LOCATION OF SERVICE FACILITY

Name of Location: _____

Address: _____

Telephone Number # _____

OPERATING HOURS

Normal Operating Hours - Weekdays: From: _____ AM To: _____ PM

Normal Operating Hours - Saturdays: From: _____ AM To: _____ PM

CREDIT CARD

Please check if your company accepts MasterCard®

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

Portion of the work: _____

Name of Subcontractor: _____

Address: _____

Telephone #: _____

MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES
(Numbers 1-7, 26, 27 and 28 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. See the Bid Cover Sheet for the amount required for the Bid Guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

- A. The Intent of this Invitation for Bids is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation for Bids is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Office of Procurement, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

3. METHOD OF AWARD

- A. The contract will be awarded to the responsible bidder submitting a responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the responsible bidder submitting a responsive bid, as determined by the Director, Office of Procurement. The lowest bid is determined by the aggregate amount of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the responsible bidder submitting a responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the responsible bidder submitting a responsive bid, as determined by the Director, Office of Procurement.
- E. The contract will be awarded by any other Method of Award as stated on page E-1 of the Bid.

Regardless of which Method of Award is selected for this bid (Items A-E), THE DIRECTOR, OFFICE OF PROCUREMENT, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials

and supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste, and authorize the use of a percentage price preference. The percentage price preference for this solicitation is stated on the Bid Cover Sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

4. OPTIONAL PRE-BID CONFERENCE(S)

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), see the Bid Cover Sheet.

5. OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

6. QUESTIONS

All technical and non-technical questions pertaining to this Invitation for Bids should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

7. SAMPLES

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered nonresponsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days after the opening date in order to issue an award. The County reserves the right to reject, as nonresponsive, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the

County and the Offeror, the acceptance time for the Offeror's bid may be extended.

9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

10. AWARD OR REJECTION OF BID

- A. Failure to enclose and submit requested data, surety, or other documents in the sealed bid return envelope as may be required herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to give an offeror an opportunity to cure any deficiency resulting from a minor irregularity in a bid or to waive the deficiency, whichever is to the advantage of the County, and to award the Contract in the best interest of the County. The decision of the Director with respect to whether a defect is a minor informality is made in the sole discretion of the Director and is not subject to review and may not be challenged by a bidder.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

12. BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) calendar days after the Director, Office of Procurement, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Office of Procurement, may return the filing fee to the protesting bidder, if the protest is sustained.** The Director, Office of Procurement, must dismiss any protest not timely received.

Only an "aggrieved" bidder may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address, email address, fax and telephone numbers of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

13. BID WITHDRAWAL/MODIFICATION

Bids may be withdrawn or modified upon receipt of a written request received before the time specified for bid opening date and time. Requests to withdraw or modify a bid received after a bid opening date and time will not be

considered.

14. BIDDER'S PAYMENT TERMS

The County will reject as nonresponsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices for purposes of the Method of Award process for price only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

15. BIDS

Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike, Rockville, MD 20850, for the purchase of Supplies, Material, Equipment, and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at:

<http://www.montgomerycountymd.gov/PRO/Awardec.html>

16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bids before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County.

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder

under the jurisdictions own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

21. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees, with regard to any portion of the bid that is not stamped "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential.

23. PUBLIC POSTING

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on

a public list located in the Office of Procurement, Rockville Center, 255 Rockville Suite 180, Rockville, Maryland 20850.

The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:
<http://www.montgomerycountymd.gov/PRO/Awardee.html>

24. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. The County may visit and inspect any prospective Contractor's use of a Subcontractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. In both instances above, the information gathered on the visit and inspection on the Contractor or its Subcontractor(s) may be used by the County to determine the responsibility of a Bidder.

If so requested, a bidder may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the bidder is capable of satisfying the County's needs and requirements for this solicitation.

25. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Bidders are responsible for checking the website at <http://www.montgomerycountymd.gov/PRO/solicitations.html> periodically to remain informed of any solicitation amendments.

OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of Bids. **UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT**

TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- (a) by sending the amendment separately to the Office of Procurement prior to the due date and time.
- (b) by acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet submitted.
- (c) by stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers, and is submitted with the bid or prior to the bid due date and time.

A waiver may be granted by the Director, Office of Procurement, if it is deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

26. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror, in response to a request, will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

27. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to the General Conditions of Contract between County and Contractor" and its companion documents entitled "Wage Requirements Certification" and "501(a)(3) Non-profit organization/s Employee's Wage and Health Insurance Form). If a bidder fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for nonresponsiveness.

28. PREVAILING WAGE (County Code §§11B-33C, and 20-75)

The Wage Law applies to all construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

29. TIE BIDS

In conjunction with the bid's selected method of award (Section A.3.), tie bids will be resolved by making a proposed award of the contract(s) to the bidder who has its principal place of business in Montgomery County, Maryland. If bids are still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.1.4(e).

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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 including resolving claims and disputes. 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 and to resolve or decide any claim or dispute arising under this 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.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations 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, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County-law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the

Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, 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 Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, 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. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a 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 section.

6. CONTRACT ADMINISTRATION

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

- (1) serve as liaison between the County and the 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, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, 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 Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

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

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of

Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. 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 the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including 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.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. 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 County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a

minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, 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 or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, 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 work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. 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. If requested by the County, 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 purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction 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).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed 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 by the County 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. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

Up To	Up To	Up To	Over
50	100	1,000	1,000

Workers Compensation (for contractors with employees)
Bodily Injury by

Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attach.

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850 4166

*Professional services contracts only

TABLE B. INSURANCE REQUIREMENTS
 (See Paragraph #21 under the General Conditions of Contract between County and Contractor)

	Up To	Up To	Up To	Over
	50	100	1,000	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 Attach.

Certificate Holder
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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits,

or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 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 race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. 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, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, 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. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. 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 for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. Revised 11/01/2016

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added, (except as provided herein) a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period, is subject to the following:

- ◆ Approval or rejection by the Director, Office of Procurement or designee.
- ◆ **Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request.** A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. **The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.**
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved. Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ◆ Must be executed by written contract amendment.

3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Office of Procurement or the designee. The discount quoted shall remain firm for the entire contract period.

4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as nonresponsible and proceed with award of contract to next lowest responsive bidder.

5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by the Director, Office of Procurement or authorized representative. Along with the duties and responsibilities outlined in Provision 6 – Contract Administration of the General Conditions for Contract between County and Contractor, the Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used;
- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records;
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade;
- D. Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator for the Department of General Services is Sunil Pandya, 101 Monroe Street, 9th Floor, Rockville, MD 20850, sunil.pandya@montgomerycountymd.gov, 270.777.6030 fax, and 240.777.6183 telephone numbers. The Contract Administrator for any other department will be listed on the Purchase Order or the Contract Amendment.

8. CONTRACT TERM

- A. The term of the contract is for **ONE (1)** years from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for **Three (3)** additional one-year periods.
- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated on the Quotation Sheet, represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Office of Procurement, when determined to be in the County's best interest.

10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Office of Procurement or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to affect repairs/replacement as required. This provision will be used only during a declared Federal, State of Maryland, and/or local Maryland jurisdiction emergency or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for

advising the Contractor of the problem and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within ten (10) working days prior to award of the Contract, if so requested by the County at any time during the contract period. Should the Contractor lose dealer status/at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

15. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

16. DELIVERY INSTRUCTIONS

All deliveries are to be made to the locations identified and listed in the bid and are to be coordinated and scheduled with the individuals as indicated.

17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement.

18. EQUIPMENT PREPARATION

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful Contractor prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use. No dealer identification is to be affixed to any new units.

19. ESTIMATES

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, OFFICE OF PROCUREMENT; labeled "File with Contract."

20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

21. HEAVY DUTY

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

22. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to:

Division of Fleet Management Services
 Accts. Payable, 2nd Floor
 16700 Crabbs Branch Way
 Rockville, Maryland 20855

Failure to promptly comply with this requirement may delay payment.

23. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

24. MANUALS

The Contractor shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

25. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator, or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

26. MATERIALS

The County reserves the right to furnish any or all materials for work under this contract. The Contractor must furnish required materials, unless otherwise indicated by the County. Materials supplied by the Contractor must be at Contractor's actual and reasonable costs. Contractor's charges for materials must be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the

price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

27. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code.

28. MULTIPLE AWARDS

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

29. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery, and all other charges necessary for performance under the Contract. Prices are less Federal, State, and Local taxes.

30. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the Quotation Sheet(s). The County reserves the right to purchase additional units within the date shown by the bidder on the Quotation Sheet(s), or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

32. ORDERING TERMS

Orders for goods/services that are placed before the expiration of the contract term and are to be started and/or completed before the expiration of the contract are to be honored with all terms, conditions, and prices of the Contract in effect until the final delivery of goods and/or completion of the work is made and accepted by the County.

33. PARTS/SERVICE

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

34. PAYMENTS

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material", with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Office of Procurement.

35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security

for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

36. (This provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, OFFICE OF PROCUREMENT or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

40. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation for Bids, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

41. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

42. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces on the Solicitation, Bid, and Award Sheets.

43. SITE AND EQUIPMENT INSPECTION

Each bidder is encouraged to visit the County's facilities and inspect the construction equipment in order to become familiar with actual conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve the bidder of the provisions contained in the solicitation. Equipment inspections, by appointment only, may be arranged by contacting Shann Fanwar at 240-777-5734.

44. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the

Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

45. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

46. REQUIREMENTS CONTRACT(S)

Under the terms of this Invitation for Bids, the resultant contract(s) will be considered "requirements" contract(s) only. Total quantities required cannot be definitely fixed and total dollar expenditures cannot be guaranteed. In addition, all purchases are contingent upon the appropriate fiscal funding. The Contractor(s) must be able to supply construction original equipment manufacturer repair service and replacement parts required and upon request of the Department of General Services, Division of Fleet Management Services.

47. PERCENTAGE DISCOUNTS (For Parts Only)

Prices are to be quoted in terms of Percentage Discount from a Current Manufacturer's Published Price List or MSRP List, inclusive of all charges for transportation; FOB destination; freight prepaid and allowed; inside delivery as specified herein; and all other charges necessary for performance of work as outlined herein. Percentage Discounts are less Federal, State and Local Taxes. The percentage discount quoted shall remain firm for the entire contract period.

Upon request of the County, the Contractor must submit current Manufacturer's Published Catalogs/Price Lists.

48. PRICE ADJUSTMENTS (For Parts Only)

The price list shall remain firm for a one-year period after the date of execution of the contract by the County. After the one-year period, price increases as may be reflected in newly manufacturer's published price lists or MSRP List(s) will be honored upon notification in writing and will become effective on the date of approval by the Contract Administrator. This request must be given in writing at least fifteen (15) working days in advance of such change. It is the responsibility of the Contractor to inform the County of any and all price changes. Should an order be placed before such notification, the Contractor will be obligated to honor either the ordered price or the changed price, whichever is less.

49. JOB RELEASES (For Repairs Only)

Prior to commencement of work, the Contract Administrator or designee will notify the Contractor of the pending job(s). The notification will include whether the repair services will be performed at the Contractor's facility or a County's facility (on-site); a general description of the repairs needed; and completion date. If repair services are to be completed at the Contractor's facility, the County will deliver the equipment to the Contractor's facility after the notification. If services are performed at a County facility, no travel time to or from County's facility will be charged. Charges begin when the Contractor's employee(s) arrive at the job site and end when Contractor's employee(s) leave the job site.

50. REPAIR SERVICE (JOB) SCHEDULE (For Repairs Only)

If the equipment is delivered to the Contractor's facility, the Contractor will have two (2) business days in order to submit an estimate of the repairs needed for the equipment, to the Contract Administrator or Designee. The Estimate must include parts, labor, lead times for parts not in stock, and an estimated completion date. The estimate must also include how each of the charges for parts are to be obtained. If the Estimate is approved, repairs must commence within 24 hours and be completed within the time period outlined

in the Estimate. The Contractor may request an extension of up three (3) business days in order to perform disassembly and diagnosis. This extension must be approved by the Contract Administrator or Designee. The County reserves the right to approve or disapprove an extension of the completion time. If the Contractor anticipates that the construction equipment repairs will not be completed by the estimated completion date, the Contractor must notify the authorized County representative via phone or email on or before the estimated completion date. The Contractor must provide a new estimated completion date and notify the Contract Administrator or Designee of the reasons for delay. The County reserves the right to approve or disapprove a new extension of the completion time.

If the equipment is to be repaired at a County facility, the Contractor will have two (2) business days in order to respond and submit an estimate of the repairs needed for the equipment, to the Contract Administrator or Designee. The Estimate must include parts, labor, lead times for parts not in stock, and an estimated completion date. The estimate must also include how each of the charges for parts are to be obtained. If the Estimate is approved, repairs must commence within 24 hours and be completed within the time period outlined in the Estimate. The Contractor may request an extension of up three (3) business days in order to perform disassembly and diagnosis. This extension must be approved by the Contract Administrator or Designee. The County reserves the right to approve or disapprove an extension of the completion time. If the Contractor anticipates that the construction equipment repairs will not be completed by the estimated completion date, the Contractor must notify the authorized County representative via phone, email or verbally on or before the estimated completion date. The Contractor must provide a new estimated completion date and notify the Contract Administrator or Designee of the reasons for delay. The County reserves the right to approve or disapprove a new extension of the completion time. However, should the Contractor be able to make the repairs at the time of Estimate, the Contract Administrator may approve the work to be performed at that time.

51. LIQUIDATED DAMAGES FOR REPAIR SCHEDULE

In the event that the Contractor does not provide the itemized estimate within two business days; or has not completed the estimate of an approved extension by the fifth business day, the County will begin assessing liquidated damages in the amount of \$50.00 per construction equipment per business day from the business day following the day that the estimate was due, up to and including the business day that the estimate is submitted.

If the Contractor fails to complete repairs by the completion date or the approved extension, the County will begin assessing liquidated damages in the amount of \$50.00 per business day from the business day after the most recent approved completion date, up to and including the day that the County is notified that work is complete and the construction equipment is available for pickup.

52. MANUFACTURER AUTHORIZED DEALER

The bidder, by offering a quotation herein certifies that it is a current manufacturer's authorized dealer in good status for the Item(s) quoted on the Quotation Sheet. Manufacturer's written certification of dealer status is to be submitted with the bid, or within ten (10) working days if so requested by the County (at any time after bid opening date or at any time during the contract term). Should the Contractor lose manufacturer dealer status or certification at any time during the contract term for any contracted items, the County must be notified within ten (10) working days; and that portion of the contract will automatically be cancelled with no further obligation by the County.

53. QUALIFICATIONS

The resulting contract(s) will provide a ready "as required" source for construction original equipment manufacturer repair services and replacement parts. A ready "as required" source must meet the following criteria: (a) a Contractor who maintains an adequate inventory and workforce to provide for the repair service, and/or parts for manufacturer(s) listed on the Quotation Sheet; (b) a source that does not require minimum order quantities, or dollar amounts; and, (c) a source that provides service and/or parts on demand in accordance to required delivery schedule.

54. ADDITIONAL LOCATIONS

Montgomery County reserves the right to add new delivery and service locations and/or delete any locations within the County, if the need should arise during the contract period without changing hourly rates. The hourly rates listed on the Quotation Sheet will be used for any locations added.

55. WARRANTY SUBMISSION

The Contractor must provide within five (5) working days after request from the Department, a detailed listing of items covered under the provision of warranty. The minimum acceptable warranty period for repair service and/or parts is 90 calendar days; and is to cover one hundred percent (100%) parts and labor. The bidder may offer, on the Quotation Sheet, a warranty period which exceeds the County's required warranty period. The warranty will include the shipping of replacement parts to the original delivery location. In addition, when the County elects to have the work performed by the Contractor, the cost of the labor involved in the replacement of the defective parts or assemblies will be borne by the Contractor.

56. WARRANTY REPAIRS

In the event of failure of equipment repairs and/or replacement parts, within the warranty period defined on the Quotation Sheet, it is the sole responsibility of the Contractor to retrieve, transport, and return subject equipment involved with warranty component failures and/or parts. The Contractor will assume all expenses incurred in the transportation of equipment with failed components and/or parts. All warranty repairs and inventory replacement is to be completed by the Contractor within five (5) working days after notification of an authorized County representative. A working day is defined as Monday through Friday, excluding County holidays. No expense will be incurred by or charged to the County for warranty related repairs.

57. WARRANTY FOR PARTS

At the County's option, any item found deficient or imperfect, the Contractor will: 1) replace the items(s) without charge to the County; 2) will refund monies paid for faulty, sub-standard materials or relinquish the right to receive monies payable to them for the equivalent amount; or, 3) provide credit for the returned item(s).

58. LIQUIDATED DAMAGES FOR WARRANTY REPAIRS

If the Contractor fails to retrieve, repair and deliver construction equipment equipped with Contractor Original Equipment Manufacturer parts subject to Provisions 48 or 49 as appropriate, or any extension thereof, the actual damages to the County will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor will pay to the County a fixed and agreed liquidated damage for each business day of delay, the amount of fifty dollars (\$50.00) per equipment. Coincident, the County may move to terminate a contract resultant from this Invitation for Bids, in whole or in part, as provided for elsewhere in this solicitation for non-performance, and in such event, the Contractor will be liable for, and in addition to liquidated damages, re-procurement costs. The Contractor will not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such events, subject to "Disputes" clause, the Director, Department of General Services will extend time for performance of the contract when in his/her judgment the findings of written fact justify an extension.

59. ITEMS RETURNED FOR CREDIT (For Parts Only)

The Contractor will provide credit for return of damaged-upon-delivery or substandard parts during the contract period at a price equal to the original purchase price. The County will not accept restocking and/or handling fees or any other charges tied to the return of parts for credit. The contractor will be responsible for all costs associated for the pickup and return of such items.

60. UNUSED ITEMS

The Contractor agrees to accept the return of all unused, unopened items upon contract termination and shall reimburse the full price as a credit against the final invoice. The County will deliver, or pay for the shipment of the items.

61. PRODUCT QUALITY/SPECIFICATIONS

Parts must meet or exceed all normal Industrial Engineering and/or Performance Standards for equipment or equipment parts intended purpose. The County reserves the right to test for adherence to the Industry Standards

on any or all items at any time during the contract term. Failure of any item to meet the industry specifications will require the Contractor to rectify the problem immediately, including but not limited to replacing defective and/or sub-standard items with new items meeting the standards, at no additional cost to the County.

62. ACCEPTANCE EVALUATION

The County reserves the right, at any time after bid opening, or contract execution, to inspect the Contractor's place of business to evaluate adherence to the specifications/scope of work of this solicitation. This may include, but not be limited to proof of ability to provide for the requirements of the Invitation for Bids. The County also reserves the right to inspect invoices and job orders for verification of experience and ability to perform construction equipment original equipment manufacturer repair services and provide original equipment manufacturer replacement parts for quoted manufacturers.

63. REPAIR SERVICE AND PARTS DELIVERY REQUIREMENTS

The construction original equipment manufacturer equipment repair service will include all necessary labor, materials, and equipment, as outlined herein, to provide subject service for County-owned construction equipment, as required upon request of the County. All mechanical work performed must be by or under the direct supervision of an ASE Certified Technician. The construction original equipment manufacturer repair service rate quoted and the cost of parts referenced in Section C Provision 26: Materials, must be inclusive of all necessary labor, shop materials, environmental disposal charges, delivery fees, specialized equipment, fuel surcharges, hazmat transportation charges, etc. to execute the authorized service repair of County-owned equipment, as required upon request of the County. Montgomery County reserves the right to demand return of parts, assemblies and sub-assemblies removed and as would be otherwise discarded or rebuilt in the execution of an authorized repair. In the event the County requires the return of an assembly subject to a core charge, the County will assume the burden of the core charge. The County will honor no additional charges to a Contractor's invoice. Inclusion of additional charges will delay payment to Contractor.

64. AUTHORIZED CONTRACT ADMINISTRATOR DESIGNEES

Telephone, facsimile, or e-mail orders will be placed for the majority of the requirements of the contract. The following are the Contract Administrator designees authorized to place orders:

DESIGNEES FOR REPLACEMENT PARTS PURCHASES

Gregory Chomicz, Senior Supply Technician
Small Transit Shop (STS)
4941 Nicholson Court
Kensington, MD 20895
(240) 777-5617

Damian Johnson, Senior Supply Technician
Equipment Maintenance and Operation Center (EMOC)
16700 Crabbs Branch Way
Rockville, MD 20855
(240) 777-5741

Carlos Medina, Senior Supply Technician
Brookville Maintenance Facility (BMF)
8710 Brookville Road
Silver Spring, MD 20910
(240) 777-5638

DESIGNEES FOR SERVICE REQUIREMENTS PURCHASES

Keith Stickley, Section Chief – Maintenance Operations
Equipment Management and Operations Center (EMOC)
16700 Crabbs Branch Way
Rockville, Maryland 20855
(240) 777-5776

Shann Fanwar, Shop Superintendent – Heavy Equipment

Equipment Management and Operations Center (EMOC)
16700 Crabbs Branch Way
Rockville, Maryland 20855
(240) 777-5734

Frank Grzymala, Shop Superintendent – Bus Transit
Equipment Maintenance and Operation Center (EMOC)
16700 Crabbs Branch Way
Rockville, MD 20855
(240) 777-5761

Philip Martin, Shop Superintendent - BMF
Brookville Maintenance Facility (BMF)
8710 Brookville Road
Silver Spring, Maryland 20910
(240) 777-5632

Robert Smith, Shop Superintendent - STS
Small Transit Shop (STS)
4941 Nicholson Court
Kensington, MD 20895
(240) 777-5618

Ahron Berney, Program Manager 1 – Quality Assurance
Equipment Maintenance and Operation Center (EMOC)
16700 Crabbs Branch Way
Rockville, MD 20855
(240) 777-5627

65. ACCELERATED DELIVERY FEE

In the event the County requires parts sooner than the Required Delivery Schedule listed on the Quotation Sheet, and the Contractor has the means to provide parts, but must burden the County for additional shipping and handling charges due to this accelerated time, the Contractor may add a fixed "Accelerated Delivery Fee". The Contractor must indicate the fixed Accelerated Delivery Fee per order on the Quotation Sheet, regardless of the quantity of items ordered. An authorized County designee must grant permission in order to proceed with an Accelerated Delivery order under the requirements of this Contract. The County will not pay any unauthorized and/or disputed Accelerated Delivery Fee. This Accelerated Delivery Fee must be separated out on the invoice and clearly marked "Accelerated Delivery Fee" or the invoice will be rejected. The Accelerated Delivery will be specified at the time the order is placed.

66. EXPRESS AUTHORITY

The employees listed below have the EXPRESS AUTHORITY to place telephone, facsimile or email orders for construction original equipment manufacturer repair service and parts, against a blanket purchase order of \$9,999.99 or less. Orders for construction original equipment manufacturer repair service and parts that are \$10,000.00 or more, the County will submit a hard copy of a purchase order, duly executed by the Director, Department of General, to the Contractor prior to the release of the construction original equipment manufacturer repair service and parts.

Keith Stickley, Section Chief, Maintenance Operations (240) 777-5776
Calvin Jones, Section Chief, Equipment Management (240) 777-5623
Mike Atkinson, Section Chief, Materials Management (240) 777-5661
Aubrey Bentham, Inventory Logistics Manager (240) 777-5773
Damian Johnson, Senior Supply Technician (240) 777-5741
Carlos Medina, Senior Supply Technician (240) 777-5638
Greg Chomicz, Senior Supply Technician (240) 777-5617

67. EMERGENCY/EMERGENCY PREPARATION

During a State of Emergency, the Director, Department of General Services, or designee may authorize an emergency procurement from an alternative source for the requirements of this solicitation. An emergency procurement will be pursued in the event the Contractor cannot provide an immediate response to meet the County's requirements. Examples of a State of Emergency include, but are not limited to; declaration by the Montgomery County, Maryland, Office of the County Executive, Federal Emergency Management Agency and/or National Weather Service and the Montgomery

County Homeland Security Department. During a State of Emergency the Contractor indemnifies the County, and the County indemnifies the Contractor harmless of Section C - Provision 20.

68. TAX EXEMPTION

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate Number 30001235, and Federal Excise Tax, Exemption Certificate Number 52-6000980.

69. NAME CHANGE

In the event the Contractor undergoes a name change from the Correct Legal Business Name recorded on page F of the solicitation, the Contract Administrator must be notified in writing within ten business days from the effective date of the name change. Failure to provide such notice, may delay orders and payment to the Contractor.

70. CONTRACTOR'S REPAIR FACILITY REQUIREMENT

As the County may be delivering construction equipment to the Contractor's repair facility be located within seventy-five (75) miles of 16700 Crabbs Branch Way, Derwood, Maryland via GoogleMaps mileage calculation. If a bidder's repair facility is located more than fifty miles from 16700 Crabbs Branch Way via GoogleMaps mileage calculation, the bid will be ruled non-responsive for that item (manufacturer).

71. INTENT

To best serve the needs and interests of Montgomery County, it is the intention of this solicitation to obtain contracts for construction original equipment manufacturer repair service and parts in order to efficiently maintain and service construction equipment without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts.

End Section C – Special Terms and Conditions

MANDATORY INSURANCE REQUIREMENTS

Construction Equipment Repair Service and Replacement Parts

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)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

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*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance 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 Government
DOG / Fleet / Sunil Pandya
101 Monroe Street, 9th floor
Rockville, Maryland 20850

ATTACHMENT A

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

ATTACHMENT B

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By: _____
 Subcontractor Name: _____
 Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____ Fax Number: _____ Email: _____
 CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
 FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:	_____	Date: _____	Partial Waiver Approved:	_____	Date: _____
MFD Program Officer	_____		MFD Program Officer	_____	
Full Waiver Approved:	_____	Date: _____	Partial Waiver Approved:	_____	Date: _____
Director Cherri Branson Office of Procurement	_____		Director Cherri Branson Office of Procurement	_____	

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement, of any proposed change to the Subcontractor Performance Plan.

Montgomery County Office of Business Relations and Compliance	MFD Report of Payments Received	For Office Use
SAMPLE ONLY! NOT TO BE USED BY PRIME		



MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed; services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES NO

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL) (TITLE)

SIGNATURE OF COMPANY OFFICIAL (DATE)

() - _____
TELEPHONE FAX E-MAIL

Return by: Email – MFD@montgomerycountymd.gov FAX – 240-777-9952

For assistance, contact the MFD Office at 240-777-9912

ATTACHMENT C

Requirements for Services Contract
Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor’s or subcontractor’s violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may by civil action against the violating Contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage

reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page:
<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>

- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14th day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

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

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK or in ALL BOXES BELOW that apply.

A. Wage Requirements Compliance

This Contractor, as a "covered employer", must comply with the requirements under Montgomery County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or "WRL"). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor's compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee's name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>. The above must be submitted to the

Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to WRL@montgomerycountymd.gov),

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

- 1. Reserved – [Intentionally left blank].
- 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
- 3. a public entity. Section 11B-33A (b)(2).
- 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).
- 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the Solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your

nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, and must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employee other than the sole proprietor; and
- (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adhere to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

Attachment D**Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract
between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any

Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;

10. Contractor may appeal a written decision of the Director, Office of Procurement, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, becomes final and binding;
11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

ATTACHMENT E

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.