

IFB #1085929

**MONTGOMERY COUNTY, MARYLAND**  
**USED VEHICLES**  
**SOLICITATION, BID AND AWARD SHEET**

RETURN BID TO:  
 OFFICE OF PROCUREMENT  
 255 ROCKVILLE PIKE, STE. 180  
 ROCKVILLE, MD 20850-4166

**PART I: SOLICITATION (Invitation for Bids ("IFB"))**

SEALED BIDS IN ORIGINAL AND **2 (Two)** COPIES 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 **5/30/2019**. 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:

**Enterprise RAC Company of Maryland, LLC**

TELEPHONE NO.:

**301-309-8235**

ADDRESS:

**2273 Research Blvd, Suite 600 Rockville, MD 20850**

TOLL FREE NO.:

REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)

**2273 Research Blvd, Suite 600 Rockville, MD 20850**

FAX NO.:

**301-545-0415**

BIDDER'S E-MAIL ADDRESS:

**john.p.derosé@ehi.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

#1 5-17-19

#2 5-24-19

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:

**Primary: Line 2, Non-Certified Pre-Owned Price Premium****1085929**

MONTGOMERY COUNTY, MARYLAND

**Pam Jones**

BY

PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

**8/30/2020**

AWARD DATE

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

QUOTATION SHEET

~~The Aggregate Total Bid is the total of Line 1 is~~ the price premium for Certified Pre-Owned Vehicles. ~~Line 2 is and the~~ price premium for Non-Certified Pre-Owned Vehicles. ~~This aggregate total bid~~ *The bid for each line* is used to determine the Bidder's ranking in the priority of awarded Contracts.

The price paid for a Used Vehicle by the County will be the Manheim Market Report ("MMR") 30-Day Average for the year, make, and model, adjusted for odometer, region, grade and exterior color plus the appropriate price premium for either a Certified or Non-Certified Used Vehicle.

If Bidder is awarded a Contract, the price paid by the County for a Certified Pre-Owned vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for Certified Pre-Owned. The price paid by the County for a non-certified vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for non-certified pre-owned. The Price Premium quoted shall remain firm for the entire contract period.

LINE 1 Certified Pre-Owned Price Premium \$ N/A

LINE 2 Non-Certified Pre-Owned Price Premium \$ 1850

AGGREGATE TOTAL BID: [LINE 1 + LINE 2] = \$                     

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>QTY</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>Each Vehicle Ordered</u>	<u>3 Business Days</u>	<u>3 Business Days</u>



OFFICE OF PROCUREMENT  
255 Rockville Pike, Suite 180, Rockville, MD 20850-4166  
VOICE: 240-777-9942 TTY: 240-777-9956 FAX: 240-777-9952

**May 24, 2019**

**SOLICITATION AMENDMENT#2**  
**IFB #1085929**

PAGE 1 of 1 FOR THE PROCUREMENT: for  
**Used Vehicles**

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

\*\*\*\*\*

**Change #1**

The bid opening date is changed from **11:00 am May 30, 2019** to **11:00 am June 5, 2019**.

\*\*\*\*\*

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS  
AMENDMENT. THE CHANGE SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE  
ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED.

ISSUED BY: \_\_\_\_\_

Avinash G. Shetty, Director, Office of Procurement

NAME OF OFFEROR: \_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: \_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



OFFICE OF PROCUREMENT  
255 Rockville Pike, Suite 180, Rockville, MD 20850-4166  
VOICE: 240-777-9942 TTY: 240-777-9956 FAX: 240-777-9952

May 17, 2019

**SOLICITATION AMENDMENT#1**

**IFB #1085929**

PAGE 1 of 8 FOR THE PROCUREMENT: for  
**Used Vehicles**

\*\*\*\*\*

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

\*\*\*\*\*

**Change #1**

Replace page A with Revised A by Solicitation Amendment #1, changes in bold, and italics.

**Change #2**

Replace page B with Revised B by Solicitation Amendment #1, changes in strikethrough.

**Change #3**

Replace page E-1 with Revised E-1 by Solicitation Amendment #1, changes in bold, italics, and strikethrough.

**Change #4**

Replace page 1 with Revised 1 by Solicitation Amendment #1, changes in strikethrough.

**Change #5**

Replace page 13 by Revised page 13 by Solicitation Amendment #1, changes in bold, italics, and strikethrough.

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Attached are all questions and answers from pre-bid conference and the Sign-in Sheet from the pre-bid conference.

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

ISSUED BY: \_\_\_\_\_

Avinash G. Shetty, Director, Office of Procurement

NAME OF OFFEROR: \_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: \_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BID COVER SHEET

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

IFB#:	1085929	OPENING DATE:	5/30/2019	OPENING TIME:	11:00 am
FOR:	Used Vehicles	ISSUE DATE:	4/30/2019		

<b>SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES</b>	
The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.	
1	<input type="checkbox"/> <b>BID GUARANTEE:</b> A bid guarantee of N/A is required for this bid.
	<input checked="" type="checkbox"/> <b>INTENT:</b> A. <input checked="" type="checkbox"/> B. <input type="checkbox"/>
3	<input checked="" type="checkbox"/> <b>METHOD OF AWARD</b> A. <input type="checkbox"/> B. <input type="checkbox"/> C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input checked="" type="checkbox"/> (other) The Contract(s) will be awarded to the responsible bidder(s) submitting the lowest responsive bid(s), as determined by the Director, Office of Procurement. Total Contract(s) numbers awarded will not exceed ten (10) <b>for each of the two (2) lines</b> . The lowest responsive bid from a responsible bidder will be the Primary awardee, the second lowest responsive bid from a responsible bidder will be the Secondary awardee, and so on up to not more than a Denary (10 <sup>th</sup> ) awardee.
4	<input checked="" type="checkbox"/> <b>OPTIONAL PRE-BID CONFERENCE</b> Date: <u>5/14/2019</u> Time: <u>1:00 pm</u> Location: <u>David F. Bone Equipment Maintenance and Transit Operations Center ("EMTOC")</u> <u>DGS/Division of Fleet Management Services, 2<sup>nd</sup> Floor</u> <u>16700 Crabbs Branch Way</u> <u>Rockville, MD 20855</u>
5	<input type="checkbox"/> <b>OR EQUAL INTERPRETATION</b>

6	<input checked="" type="checkbox"/> <b>QUESTIONS:</b> Technical Contact: Kathleen Hynes, CPPB. Asset Manager DGS/Division of Fleet Management Services <a href="mailto:Kathleen.hynes@montgomerycountymd.gov">Kathleen.hynes@montgomerycountymd.gov</a>  Non-Technical Contact: Suzanne Kapust Procurement Specialist Office of Procurement <a href="mailto:Suzanne.kapust@montgomerycountymd.gov">Suzanne.kapust@montgomerycountymd.gov</a>
7	<input type="checkbox"/> <b>SAMPLES</b>
27	<input type="checkbox"/> <b>SERVICES CONTRACT</b> (see "NOTICE TO BIDDERS" for website of the current wage rate)
28	<input type="checkbox"/> <b>CONSTRUCTION CONTRACT</b> (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.	
<b>SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &amp; CONTRACTOR</b> 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) or in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor.	
<b>SECTION C – SPECIAL TERMS AND CONDITIONS</b> The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.	
1	<input type="checkbox"/> <b>ADD OR DELETE</b>
2	<input type="checkbox"/> <b>ANNUAL PRICE ADJUSTMENT</b> A. <input type="checkbox"/> Commodity/Service Group: _____ B. <input type="checkbox"/> All Items
3	<input type="checkbox"/> <b>CATALOG DISCOUNT PRICES</b>
4	<input type="checkbox"/> <b>CATALOG/PRICE LIST REQUIREMENTS</b>
5	<input type="checkbox"/> <b>CERTIFICATE OF ORIGIN</b>

6		CLEANING OF SITE
7	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR Department of General Services Division of Fleet Management Services Kathleen Hynes, CPPB 16700 Crabbs Branch Way Rockville, MD 20855 Kathleen.hynes@montgomerycountymd.gov 240-777-5625
8	<input checked="" type="checkbox"/>	CONTRACT TERM X A. B. Other: _____
9		CONTRACT VALUE
10		CONTRACTOR RESPONSE
11		CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input checked="" type="checkbox"/>	DAMAGE/SHORTAGE
14		DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19		ESTIMATES
20		FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY
22	<input checked="" type="checkbox"/>	INVOICES
23		LABOR COSTS

24		MANUALS
25		MATERIAL AND WORKMANSHIP
26		MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30		NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS
35		PERFORMANCE BOND: In the amount of ____ is required.
36		(this provision has been intentionally left blank)
37		PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40		QUANTITIES
41		SAFETY STANDARDS
42		SERVICE
43		SITE INSPECTION
44		TRAVEL TIME
45		WARRANTY
46	<input checked="" type="checkbox"/>	TAX EXEMPTION
47	<input checked="" type="checkbox"/>	SELF-INSURANCE

**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:

**XX "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E-1 through E-3 Quotation Sheet(s))**

Other: Used Vehicle Dealer License  
(page 13, #4)

\_\_\_\_ Current Manufacturer catalog(s)

\_\_\_\_ Descriptive Literature

XX (page 13, #4)

\_\_\_\_ Price List(s)

XX 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:

QUOTATION SHEET

~~The Aggregate Total Bid is the total of~~ **Line 1** is the price premium for Certified Pre-Owned Vehicles. **Line 2** is the price premium for Non-Certified Pre-Owned Vehicles. ~~This aggregate total bid~~ **The bid for each line** is used to determine the Bidder's ranking in the priority of awarded Contracts.

The price paid for a Used Vehicle by the County will be the Manheim Market Report ("MMR") 30-Day Average for the year, make, and model, adjusted for odometer, region, grade and exterior color plus the appropriate price premium for either a Certified or Non-Certified Used Vehicle.

If Bidder is awarded a Contract, the price paid by the County for a Certified Pre-Owned vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for Certified Pre-Owned. The price paid by the County for a non-certified vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for non-certified pre-owned. The Price Premium quoted shall remain firm for the entire contract period.

LINE 1 Certified Pre-Owned Price Premium	\$ _____
LINE 2 Non-Certified Pre-Owned Price Premium	\$ _____
AGGREGATE TOTAL BID: [LINE 1 + LINE 2] =	\$ _____

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>QTY</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
Each Vehicle Ordered	3 Business Days	Business Days



**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 the Bid Cover Sheet.

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



SECTION D – SCOPE OF WORK1. Background

The County, through its Department of General Services, Division of Fleet Management Services (“DFMS”), Equipment Management Section, is seeking qualified vendors to provide Certified Pre-Owned and non-certified pre-owned vehicles to supplement its fleet of new vehicles, on an as-needed basis. The DFMS, in consultation with the end-users, purchases vehicles to replace existing units and to add to the fleet. There are many instances where end-users need vehicles of varying ages, types and conditions in non-white, non-easily identifiable vehicles. For instance, Public Safety Departments, such as the Police, require a variety of non-standard vehicles for covert and undercover work. Additionally, the DFMS would like to have alternative sources of white, standard, County-issued administrative cars, trucks and vans other than new units.

2. Intent

The County intends to award up to ten (10) Contracts *for each of the two (2) lines* to the responsible Bidders submitting the lowest responsive bids, see Section A. 3.

The ranking of the awarded Contracts *for each line* by the County, beginning with the lowest responsive bid from a responsible bidder(s), will be as follows:

1<sup>st</sup> Lowest-Primary, 2<sup>nd</sup> Lowest-Secondary, 3<sup>rd</sup> Lowest-Tertiary, 4<sup>th</sup> Lowest-Quaternary, 5<sup>th</sup> Lowest-Quinary, 6<sup>th</sup> Lowest-Senary, 7<sup>th</sup> Lowest-Septenary, 8<sup>th</sup> Lowest-Octonary, 9<sup>th</sup> Lowest-Nonary, 10<sup>th</sup> Lowest-Denary

3. Requirements Type Contract

A Requirements Type Contract is an indefinite quantity contract for goods, services, or construction to be furnished at specific times, or as needed, using fixed prices. The Contractor agrees to provide goods and services at a pre-established price as the County’s needs arise. The Contractor is not guaranteed any orders under this type of agreement.

4. Bidder/Contractor Qualifications

A Bidder/Contractor must be a dealership licensed to do business in the State of Maryland, even if based in another State. A valid Used Vehicle Dealer License document, also referred to as a “wall license”, obtained through the Business Licensing and Consumer Services (BL&CS) Unit of the Motor Vehicle Administration, must be submitted with the Bid. The Bidder, if selected for Award, must also produce a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation (an “SDAT Certificate”), under both corporate and trade names. Contractors must maintain a valid used vehicle dealer license for the entire contract term, including any renewal periods. A Contractor/Bidder must ~~regularly offer for sale both Certified Pre-Owned vehicles and non-certified vehicles, both of which come with~~ *provide* a current Maryland Inspection Certificate. Additionally, the Contractor/Bidder’s place of business must be located not more than twenty (20) miles from the Automotive Equipment Shop at 1283 Seven Locks Road, Potomac, MD 20854, via GoogleMaps.

5. Certified Pre-Owned (“CPO”) Vehicle

A CPO vehicle is a vehicle acquired by a dealer thru trade-in, lease return, or wholesale purchase that has gone through a rigorous inspection program administered by a factory certified mechanic. The vehicle must meet the requirements of the manufacturer CPO program. It must have low miles and is less than five model years old. The manufacturer must offer an extended warranty from the original date of service, which must include limited bumper-to-bumper and limited powertrain extended warranties. This vehicle must be mechanically and cosmetically sound, and in excellent condition. If any repair work is needed to satisfy certification requirements, the dealership must make the repairs to meet manufacturer criteria. A CPO vehicle is fully backed by the manufacturer, as if it were new.

6. Third-Party “Warranties”

The County will not accept a third-party warranty, or any other extended service contract, even though a vehicle may be advertised as “certified” but is not truly Factory Certified because the authority and expertise of the vehicle’s manufacturer does not stand behind the “warranty”. Costs for third-party warranties and extended service contracts must not be included in the quoted price and will not be paid by the County.

Pre-Bid Conference Q&A  
IFB #1085929 Used Vehicles  
Tuesday, May 14<sup>th</sup> 1:00 pm

1. Q- What decides the condition of the vehicle entered into the MMR Report?  
A- The condition will be identified when the department reaches out about placing orders.
2. Q- When does the title transfer?  
A- The title transfers to the County at acceptance.
3. Q- When does the acceptance occur?  
A- It occurs when the Contract Administrator signs the invoice symbolizing acceptance of the vehicle.

# Pre-Bid IFB #1085929 USED VEHICLES

DGS/DFMS Montgomery County Maryland

NAME	eMail	Company	Phone
Kathleen Hynes <i>Kathleen Hynes</i>	<a href="mailto:kathleen.hynes@montgomerycountymd.gov">kathleen.hynes@montgomerycountymd.gov</a>	Montgomery County MD DGS/DFMS	240-777-5625
Gretchen Kim	<a href="mailto:gretchen.a.kim@enterprisecarsales.com">gretchen.a.kim@enterprisecarsales.com</a>	Enterprise Car Sales	301-672-3465
Geoff Crawford	<a href="mailto:geoffrey.b.crawford@enterprise carsales.com">geoffrey.b.crawford@enterprise carsales.com</a>	Enterprise Car Sales	301-672-3465
Michelle Lewis	<a href="mailto:michelle.morgan2@montgomerycountymd.gov">michelle.morgan2@montgomerycountymd.gov</a>	Fleet	240-777-5158
Suzanne Kapost <i>Suzanne Kapost</i>	<a href="mailto:suzanne.kapost@montgomerycountymd.gov">suzanne.kapost@montgomerycountymd.gov</a>	McGraw Hill	7-9947
Alvin Jones <i>Alvin Jones</i>	<a href="mailto:alvin.jones@montgomerycountymd.gov">alvin.jones@montgomerycountymd.gov</a>	Fleet	7-5623

# **Notice to Bidders**

## **Invitation for Bids # 1085929 for USED VEHICLES**

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](http://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.

**BID COVER SHEET**

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

IFB#:	1085929	OPENING DATE:	5/30/2019	OPENING TIME:	11:00 am
FOR:	Used Vehicles	ISSUE DATE:	4/30/2019		

**SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES**

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1		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"/>	<b><u>METHOD OF AWARD</u></b> A. _____ B. _____ C. _____ D. _____ E. <input checked="" type="checkbox"/> (other) The Contract(s) will be awarded to the responsible bidder(s) submitting the lowest responsive bid(s), as determined by the Director, Office of Procurement. Total Contract(s) numbers awarded will not exceed ten (10). The lowest responsive bid from a responsible bidder will be the Primary awardee, the second lowest responsive bid from a responsible bidder will be the Secondary awardee, and so on up to not more than a Denary (10 <sup>th</sup> ) awardee.
4	<input checked="" type="checkbox"/>	<b><u>OPTIONAL PRE-BID CONFERENCE</u></b> Date: <u>5/14/2019</u> Time: <u>1:00 pm</u> Location: David F. Bone Equipment Maintenance and Transit Operations Center ("EMTOC") DGS/Division of Fleet Management Services, 2 <sup>nd</sup> Floor 16700 Crabbs Branch Way Rockville, MD 20855
5		OR EQUAL INTERPRETATION

6	<input checked="" type="checkbox"/>	<b><u>QUESTIONS:</u></b> <u>Technical Contact:</u> Kathleen Hynes, CPPB. Asset Manager DGS/Division of Fleet Management Services <a href="mailto:Kathleen.hynes@montgomerycountymd.gov">Kathleen.hynes@montgomerycountymd.gov</a>  <u>Non-Technical Contact:</u> Suzanne Kapust Procurement Specialist Office of Procurement <a href="mailto:Suzanne.kapust@montgomerycountymd.gov">Suzanne.kapust@montgomerycountymd.gov</a>
7		SAMPLES
27		<b>SERVICES CONTRACT</b> (see "NOTICE TO BIDDERS" for website of the current wage rate)
28		<b>CONSTRUCTION CONTRACT</b> (see Attachment D)
<b>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.</b>		
<b><u>SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &amp; CONTRACTOR</u></b> 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) or in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor.		
<b><u>SECTION C – SPECIAL TERMS AND CONDITIONS</u></b> The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.		
1		ADD OR DELETE
2		<b><u>ANNUAL PRICE ADJUSTMENT</u></b> A. _____ Commodity/Service Group: _____ B. <input checked="" type="checkbox"/> All Items
3		CATALOG DISCOUNT PRICES
4		CATALOG/PRICE LIST REQUIREMENTS
5		CERTIFICATE OF ORIGIN

6		CLEANING OF SITE
7	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR Department of General Services Division of Fleet Management Services Kathleen Hynes, CPPB 16700 Crabbs Branch Way Rockville, MD 20855 <a href="mailto:Kathleen.hynes@montgomerycountymd.gov">Kathleen.hynes@montgomerycountymd.gov</a> 240-777-5625
8	<input checked="" type="checkbox"/>	CONTRACT TERM X A. B. Other: _____
9		CONTRACT VALUE
10		CONTRACTOR RESPONSE
11		CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input checked="" type="checkbox"/>	DAMAGE/SHORTAGE
14		DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19		ESTIMATES
20		FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY
22	<input checked="" type="checkbox"/>	INVOICES
23		LABOR COSTS

24		MANUALS
25		MATERIAL AND WORKMANSHIP
26		MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30		NEW MATERIALS
31		OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS
35		PERFORMANCE BOND: In the amount of ____ is required.
36		(this provision has been intentionally left blank)
37		PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40		QUANTITIES
41		SAFETY STANDARDS
42		SERVICE
43		SITE INSPECTION
44		TRAVEL TIME
45		WARRANTY
46	<input checked="" type="checkbox"/>	TAX EXEMPTION
47	<input checked="" type="checkbox"/>	SELF-INSURANCE

**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:

**XX "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E-1 through E-3 Quotation Sheet(s))**

Other: Used Vehicle Dealer License

\_\_\_\_ Current Manufacturer catalog(s)

\_\_\_\_ Descriptive Literature

XX (page 13, #4)

\_\_\_\_ Price List(s)

XX Delivery Schedule

\_\_\_\_ Bid Guarantee (see pages A &amp; 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:



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

\_\_\_\_\_ Financial Data

\_\_\_\_\_ Personnel Data

\_\_\_\_\_ Installation Schedules

\_\_\_\_\_ Plans or Drawings

XX Other: as follows: SDAT Certificate (page 13, #4)

\_\_\_\_\_ Performance Bond (See Pages B & 10)

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

\_\_\_\_\_ Wage Requirements Certification of Posting Notice

**Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non responsible.**

### **OPTIONAL SUBMISSIONS**

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

Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B)

XX **(To ensure a contract can move forward as a result of this solicitation, the plan needs be submitted with your bid.)**

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

XX References (See Below)

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

### **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 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:**

<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			

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 Vendor Name

IFB #1085929	<b>MONTGOMERY COUNTY, MARYLAND</b> <b>USED VEHICLES</b> 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 **2 (Two)** COPIES 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 **5/30/2019**. 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:	

<b>ACKNOWLEDGEMENT OF AMENDMENTS</b> 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

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

QUOTATION SHEET

The Aggregate Total Bid is the total of the price premium for Certified Pre-Owned Vehicles and the price premium for Non-Certified Pre-Owned Vehicles. This aggregate total bid is used to determine the Bidder's ranking in the priority of awarded Contracts.

The price paid for a Used Vehicle by the County will be the Manheim Market Report ("MMR") 30-Day Average for the year, make, and model, adjusted for odometer, region, grade and exterior color plus the appropriate price premium for either a Certified or Non-Certified Used Vehicle.

If Bidder is awarded a Contract, the price paid by the County for a Certified Pre-Owned vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for Certified Pre-Owned. The price paid by the County for a non-certified vehicle is the Manheim Market Report 30-day average price for that year, make, model, trim level, odometer, region, grade, and exterior color plus the price premium stated on the Quotation Sheet for non-certified pre-owned. The Price Premium quoted shall remain firm for the entire contract period.

LINE 1 Certified Pre-Owned Price Premium \$ \_\_\_\_\_

LINE 2 Non-Certified Pre-Owned Price Premium \$ \_\_\_\_\_

AGGREGATE TOTAL BID: [LINE 1 + LINE 2] = \$ \_\_\_\_\_

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>QTY</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
Each Vehicle Ordered	3 Business Days	Business Days

**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 the Bid Cover Sheet.

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/Awardee.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 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, or 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 <u>50</u>	Up To <u>100</u>	Up To <u>1,000</u>	Over <u>1,000</u>
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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	300	500	1,000	See
for bodily injury and property				Attach.
damage per occurrence, including				
contractual liability, premises				
and operations, and independent				
contractors				
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*	250	500	1,000	See
for errors, omissions				Attach.
and negligent acts, per				
claim and aggregate, with				
one year discovery period and				
maximum deductible of \$25,000				
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 <u>50</u>	Up To <u>100</u>	Up To <u>1,000</u>	Over <u>1,000</u>
Commercial General	300	500	1,000	See
Liability minimum				Attach.
combined single limit				
for bodily injury and property				
damage per occurrence, including				
contractual liability, premises				
and operations, independent				
contractors, and product liability				

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

## 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 nonresponsive 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, Division of Fleet Management is Kathleen Hynes, 16700 Crabbs Branch Way Rockville, MD 20855, [Kathleen.Hynes@montgomerycountymd.gov](mailto:Kathleen.Hynes@montgomerycountymd.gov), 240-777-5625. 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 **two (2)** 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 the Contract Administrator listed above. **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. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall 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 INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them of all provisions contained in the Invitation for Bids. Site inspections may be arranged by calling \_\_\_\_\_ at \_\_\_\_\_.

#### 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. TAX EXEMPTION

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

#### 47. SELF-INSURANCE

Montgomery County has been granted approval as a self-insurer in the State of Maryland, having submitted satisfactory evidence of qualifications commensurate with the provisions as set forth in Section 17-103, Transportation Article, Annotated Code of Maryland and COMAR 11.18.02. Certificate Number S0054, effective February 1 2018, and expiring January 31, 2019. Contractor should request updated certificates when completing Temporary Registration Tags for subsequent contract renewal, if required.

## Appendix to Section B

### ***Used Vehicles - As Needed*** - Multiple Vendors

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 during and for two years following completion of the work.

#### 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

#### Workers' 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, Maryland  
DGS / Fleet Mgmt / Kathleen Hynes  
16700 Crabbs Branch Way  
Rockville, Maryland 20855

SECTION D – SCOPE OF WORK1. Background

The County, through its Department of General Services, Division of Fleet Management Services (“DFMS”), Equipment Management Section, is seeking qualified vendors to provide Certified Pre-Owned and non-certified pre-owned vehicles to supplement its fleet of new vehicles, on an as-needed basis. The DFMS, in consultation with the end-users, purchases vehicles to replace existing units and to add to the fleet. There are many instances where end-users need vehicles of varying ages, types and conditions in non-white, non-easily identifiable vehicles. For instance, Public Safety Departments, such as the Police, require a variety of non-standard vehicles for covert and undercover work. Additionally, the DFMS would like to have alternative sources of white, standard, County-issued administrative cars, trucks and vans other than new units.

2. Intent

The County intends to award up to ten (10) Contracts to the responsible Bidders submitting the lowest responsive bids, see Section A. 3.

The ranking of the awarded Contracts by the County, beginning with the lowest responsive bid from a responsible bidder(s), will be as follows:

1<sup>st</sup> Lowest-Primary, 2<sup>nd</sup> Lowest-Secondary, 3<sup>rd</sup> Lowest-Tertiary, 4<sup>th</sup> Lowest-Quaternary, 5<sup>th</sup> Lowest-Quinary, 6<sup>th</sup> Lowest-Senary, 7<sup>th</sup> Lowest-Septenary, 8<sup>th</sup> Lowest-Octonary, 9<sup>th</sup> Lowest-Nonary, 10<sup>th</sup> Lowest-Denary

3. Requirements Type Contract

A Requirements Type Contract is an indefinite quantity contract for goods, services, or construction to be furnished at specific times, or as needed, using fixed prices. The Contractor agrees to provide goods and services at a pre-established price as the County’s needs arise. The Contractor is not guaranteed any orders under this type of agreement.

4. Bidder/Contractor Qualifications

A Bidder/Contractor must be a dealership licensed to do business in the State of Maryland, even if based in another State. A valid Used Vehicle Dealer License document, also referred to as a “wall license”, obtained through the Business Licensing and Consumer Services (BL&CS) Unit of the Motor Vehicle Administration, must be submitted with the Bid. The Bidder, if selected for Award, must also produce a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation (an “SDAT Certificate”), under both corporate and trade names. Contractors must maintain a valid used vehicle dealer license for the entire contract term, including any renewal periods. A Contractor/Bidder must routinely offer for sale both Certified Pre-Owned vehicles and non-certified vehicles, both of which come with a current Maryland Inspection Certificate. Additionally, the Contractor/Bidder’s place of business must be located not more than twenty (20) miles from the Automotive Equipment Shop at 1283 Seven Locks Road, Potomac, MD 20854, via GoogleMaps.

5. Certified Pre-Owned (“CPO”) Vehicle

A CPO vehicle is a vehicle acquired by a dealer thru trade-in, lease return, or wholesale purchase that has gone through a rigorous inspection program administered by a factory certified mechanic. The vehicle must meet the requirements of the manufacturer CPO program. It must have low miles and is less than five model years old. The manufacturer must offer an extended warranty from the original date of service, which must include limited bumper-to-bumper and limited powertrain extended warranties. This vehicle must be mechanically and cosmetically sound, and in excellent condition. If any repair work is needed to satisfy certification requirements, the dealership must make the repairs to meet manufacturer criteria. A CPO vehicle is fully backed by the manufacturer, as if it were new.

6. Third-Party “Warranties”

The County will not accept a third-party warranty, or any other extended service contract, even though a vehicle may be advertised as “certified” but is not truly Factory Certified because the authority and expertise of the vehicle’s manufacturer does not stand behind the “warranty”. Costs for third-party warranties and extended service contracts must not be included in the quoted price and will not be paid by the County.

#### 7. Manheim Market Report (MMR) as Basis of Valuation

The MMR tool aggregates and organizes purchase prices by make, model, year, trim level, odometer, condition, engine, transmission, exterior color, region, and auction city for approximately 10 million sales transactions for the previous 13 months, such that the pricing records are precise and free of opinion or bias. Thirty-day average prices allow both the car dealer and the car buyer see how values are trending. Access to the database is complimentary, online, and password protected to registrants. Use of the thirty-day average as the base value of a vehicle is an objective, non-biased way for all potential Bidders to determine a fair and reasonable bid amount that will cover their expenses to bring the vehicle to ready-to-sell status, and to make a reasonable profit.

#### 8. Method of Ordering

When the County determines that a used vehicle is appropriate for a specific need, the end-user, under guidance by the Asset Manager, Department of General Services, Division of Fleet Management Services, will “shop” for the vehicle that meets their specific requirements. The search must begin on the web site, and/or inventory lot, of the Primary Contractor, as the Primary Contractor’s price is the most advantageous to the County. If the Primary Contractor doesn’t have the vehicle for sale, the Secondary Contractor’s web site and/or dealer lot will be “shopped”, and so on, until the vehicle is found. The Asset Manager will contact the Contractor, which is the person who has executed the Contract, usually a General Manager or Used Car Manager.

The Asset Manager will request a quote that is consistent with the Contract. The Contractor will either excuse themselves from the sale because the vehicle is not available (the web site may not have been updated in a timely manner after a sale), agree to the sale and submit a quote, or refuse the sale for economic hardship (Contractor has more invested in the car than the bid, or bought the car at too high a price at auction). If there is no sale, the County will move on the next Contractor in line. If a quote is submitted, the Asset Manager will execute a Requisition right away, and deliver a Purchase Order (“PO”) to the Contractor as soon as possible, usually not more than two days after the inception of the process. Once the Contractor gets the PO, they must follow the directions on the PO, call the receiving facility, and make a delivery appointment.

#### 9. Election to Not Sell

A Contractor may, at his/her discretion, elect not to sell a used vehicle to the County if doing so would create an economic hardship. Election not to sell a used vehicle will not penalize or otherwise exclude Contractor from subsequent purchase requests. The Contractor agrees to provide used vehicles in compliance with the stated terms and conditions in the Contract, as the County’s needs arise. A Contractor is not guaranteed any requests for vehicles under this type of contract.

#### 10. Test Drive & Service Examination

The County reserves the right to test drive the vehicle from a cold-engine start and will evaluate: acceleration from a stop, visibility, engine noise, passing acceleration, hill-climbing power, braking, cornering, suspension, rattles & squeaks, cargo space, and driver/passenger ergonomics. The County reserves the right to examine service records and receipts. Major repairs, such as transmission rebuilds, valve jobs, or engine overhauls, must be fully disclosed. All airbags must be present and functional for their intended purpose. An unlimited number of pictures may be taken for County records and delivery confirmation of condition and completeness of equipment. The County reserves the right to cancel the Purchase Order and refuse acceptance of any vehicle that fails a test drive and service examination within seven (7) business days, excluding federal holidays, of delivery.

#### 11. Mechanical Inspection

The County reserves the right to a mechanical inspection at a County maintenance facility or other designated location at any time during the buying process, and for seven (7) business days, excluding federal holidays, after delivery, but before the County’s approval for payment of the invoice by the Asset Manager. The Contractor has five (5) business days following the County’s inspection to either make repairs to fix a deficiency, or agrees to allow the County to make repairs and to charge for time and materials an amount to be agreed upon between the parties before any work is done. If the County and the Contractor cannot reach an agreement regarding the charges for time and materials, the County may elect

not to purchase the vehicle and acquire another vehicle from another Contractor. The County reserves the right to cancel the Purchase Order and refuse acceptance of any vehicle that fails a mechanical inspection.

12. Equipment Preparation

Unless other arrangements are made with the Contract Administrator or designee, vehicles must be delivered FOB Destination to the Automotive Equipment Shop, 1283 Seven Locks Road, Potomac, MD. Delivery to the County must include vehicle(s) in the same condition as at the time of request and with all the same equipment, attachments, components, parts, wheels and tires. Unless specifically allowed otherwise by the County, vehicle(s) must be delivered with not more than 3-5 odometer miles more than those present at the time of request, plus the miles required for transportation to the delivery point.

Vehicle(s) must be properly serviced, cleaned, and with proper operation of all accessories, gauges, lights, mechanical, emissions, electrical systems, and all attachments completely assembled, thoroughly tested, and ready for operation upon delivery.

Delivery must include: Four sets of keys and/or fobs, Owner's Manual in either paper form or web site address to online version, Odometer Disclosure Statement, current Maryland Safety Inspection Certificate, and Bill of Sale (Invoice). Any costs associated with delivery are the responsibility of the Contractor and must be taken into consideration while bidding.

13. Assignment of Clean Title

Contractor must provide proof that vehicle title is free from all encumbrances and liens and that the vehicle is not a salvaged or flood damaged unit. A CARFAX report is acceptable proof. Title must be assigned to:

Montgomery County, Maryland  
16700 Crabbs Branch Way  
Rockville, MD 20855

Title is not required to be delivered with the vehicle, as vehicle acceptance is subject to Test Drive and Service Examination, and Mechanical Inspection. However, Title must be delivered immediately upon acceptance of the vehicle. Asset Manager must not sign the Bill of Sale (Invoice), signifying acceptance and start of the 30-day payment clock, without being in possession of a properly assigned Title.

## 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.

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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); 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); 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:

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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:

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4. 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: \_\_\_\_\_  
\_\_\_\_\_

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:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Cherri Branson  
Office of Procurement Date: \_\_\_\_\_

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:

PMMD-65 08/17

B3

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: \_\_\_\_\_

tle: \_\_\_\_\_

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](mailto: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 14<sup>th</sup> 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](mailto: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](mailto: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	

## 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

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

Please provide below the employee labor category of each employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category. This information is collected for statistical reporting purposes only.

[illegible]

\* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

**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](http://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](http://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.