



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #2
IFB #1116561
August 19, 2021

PAGE 1 of 8 FOR THE PROCURMENT OF: **Snow Removal at County Facilities**

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

DESCRIPTION OF AMENDMENT: The following changes are applicable to the solicitation:

CHANGE #1: The opening date of this IFB has been extended from August 23, 2021, at 11:00 A.M. to **No Later Than August 30, 2021, at 11:00 A.M.**

CHANGE #2: Replace Excel Quotation Sheets to remove an exception note 1 from Area 7 (Line 6, Asset #2020 Olney Library on page E-20) and Area 8 (Line 12, Asset #4017 Animal Services and Adoption Center on page E-24). Bidders should use the revised excel file titled "**1116561 Snow Removal Revised 081921.xlsx**."

CHANGE #3: Replace Pages 10 and 21 with Revised Pages 10 and 21 (Changes to IFB wording are in **Bold** and *Italicized* and/or **Strikethrough**)

The Questions & Answers in respond to vendor inquiries are attached.

THERE ARE NO OTHER CHANGES.

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

ISSUEDBY: 
Andrew McDermott (Aug 19, 2021 16:10 EDT) for
Avinash G. Shetty, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN PROPOSAL: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____

Office of Procurement

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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

Electronic invoices will be required for both DFM and FRS. All true and corrected invoices and all inquiries regarding payment are to be sent to the Contract Administrator listed above or to

Division of Facilities Management
DFMvendorinvoice@montgomerycountymd.gov
Department of General Services
4301 Seven Locks Road
Rockville, Maryland 20854

Invoices for facilities identified with an asterisk (*) next to the asset number on the Facility Listing are to be sent to:

Fire and Rescue Services
Attn: Support Services
Public Safety Headquarters

401 Edison Park Drive Floor 2
Gaithersburg, MD 20872

Fire.BLDGMaintAdmin@montgomerycountymd.gov
240-777-2287.

Failure to promptly comply with this requirement must 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

2.10.3 The Contractor must group invoices by occurrence of snow event.

2.10.4 The Contractor must submit ~~two (2) copies~~ **one (1) copy** of each invoice supported by the following documents **email to Division of Facilities Management (DFM), DFMvendorinvoice@montgomerycountymd.gov and Fire and Rescue Service (FRS), Fire.BLDGMaintAdmin@montgomerycountymd.gov:**

1. Labor usage by day, including timesheets for each laborer in the CREWS being billed, clearly identifying “start” and “stop” time per an “on-site” basis
2. Material usage by day, including a copy of pickup tickets for County supplied material and paid receipts for Contractor’s supplied material
3. A copy of the report specified in Section D 2.9.1
4. The GPS tracking report for all CREWS in all AREAS for work performed by occurrence of snow event
5. A copy of paid receipts for subcontractors used for each job
6. Copy of any additional rental equipment manifests that were brought in as optional equipment (prior approval from Contract Administrator required) or as replacement equipment
7. The contractor must use the forms included in Attachment J to track time and labor usage for each crew. All completed forms must be submitted with the invoices and the hours billed must coincide with the hours detailed in the time and labor forms

2.10.7 The Contractor must submit Attachment I – Invoice Submission Checklist – as a transmittal letter with every invoice sent for payment. The Contractor must initial each box under “Contractor Initials” to acknowledge that the invoice includes the required information as established in this solicitation. This form must be completed using blue ink. Upon receipt of the invoice the Contract Administrator or its designee will evaluate the invoice and initial under the County’s column to confirm that the required information has been provided. Incomplete invoices will be returned to the Contractor for revision.

2.10.8 Supporting documents for time must clearly state:

1. Each employee complete name and position (i.e. laborer, supervisor, etc.)
2. Facility name as per contract provisions or by asset number, incomplete and/or incorrect names will not be accepted thus reducing the billable amount
3. Hourly services are to be provided and billed in five (5) minutes increments

2.11 ADDITIONAL EQUIPMENT/RESOURCES

2.11.1 When facing an event, the County may deem necessary to bring in additional resources to ensure continuity of operations (typically during what may be considered major inclement weather or emergency events). In the case the Contract Administrator concludes additional equipment is warranted, it will proceed to notify the Contractor of the required activation time for the equipment listed on the Quotation Sheet for the corresponding AREA. The County will issue the activation time notification for additional equipment in accordance with the process set for in Section D 2.2; no “pre-activation” notification will be provided for additional equipment. If the Contractor is unable to provide the additional equipment (in accordance with the type, quantity, and time requirements established), the County reserves the right to request the additional equipment from third parties and to assign same, as a complementary resource, to facilities being served by the Contractor.

2.11.2 When the Contract Administrator deems necessary to request additional CREWS for any given facility at any given AREA, he/she or his/her designee will contact the Contractor and indicate the activation time (as per the procedure set forth in Section D 2.2) for the additional CREWS. Additional CREWS will be billed in accordance with all items in sections A, B, and C of the corresponding Quotation Sheet for each AREA. Additional CREWS for Snow/Ice Removal from Sidewalks/Stairs will be billed in accordance with the rates set forth in the optional section of the corresponding Quotation Sheet for each AREA, based on the final composition of the CREW. The County will issue the activation time notification for additional CREWS in accordance with the process set for in Section D 2.2; no “pre-activation” notification will be provided for additional CREWS. If the Contractor is unable to provide the additional CREWS indicated, the County reserves the right to request those additional services from third parties and to assign those additional resources to complement the effort being carried out facilities served by the Contractor.

IFB #1116561 Snow Removal at County Facilities Questions and Answers:

From Hilarious Landscaping LLC – lawnservicerhh@hotmail.com

- Received 8/17/21 - We would like to know where can we submit our application completed?
 - Please refer to Part I and Part II of the Bid Solicitation and any pertinent information contained in the IFB Bid Documents.
- Received 8/10/21 - Good Evening, regarding to Bid number IFB # 1116561, are we later receiving the pages marked as: For reference purpose only, see attached excel spreadsheet in excel format or we have to create them?
 - Bidders must utilize an Excel quotation sheets to provide pricing. The excel file is located in the same folder as the solicitation file.
- Received 8/10/21 - Good Evening Ms. Wade, I'm contacting you regarding to bid IFB # 1116561, I just opened the application and noticed that the pre-bid was realized on august second 2021, so, my question is if we can still apply for the bid? or if you are having a second pre-bid?
 - There will not be a second pre-bid conference. The pre-bid conference was an optional and you can still submit your bid.

From MCNA – infomcna@gmail.com

- Received 8/9/21 - Can you please confirm if the fixed price includes materials? Because you already asked for the materials, so I would like to confirm if materials should also be included in the fixed price.
 - The fixed price is for bid purposes by property for the hourly/material pricing.
- Received 8/9/21 - Also, this fixed price means that we will wait until how many hours after the snow stops? or this price is each time we clean the snow?
 - Each event will be managed separately, and the designated contract administrator will give direction as to when the vendor is to deactivate. The charges per hour will be based on the activity being performed (i.e.: plow/sidewalk – on call, etc). The vendor is to look at Section D – Part One Specifications/Scope of Work and Invoicing as per Section D – Part Two - Execution.
- Received 8/9/21 - When you asked for price per labor, is this just labor correct? No materials or salt included?
 - Labor and materials are listed separately in each property bid sheet. They are to be priced separately as well.
- Received 8/9/21 - I am trying to get the new documents after the first amendment through the county web page, but it does not let me open it. Is there any issue with the documents? Here is the link

- Please use non-Google Chrome web browser such as Internet Explorer, MS Edge or Safari, etc. to download the solicitation documents. The default security setting of Chrome blocks you to download a zip file. You can either use non-Chrome browser or temporarily turning off the Safe Browsing feature located in the Privacy and Security section of Chrome's Setting page.

From CT Stanley – lisa@stanleybusiness.net

- Received 8/5/21 - In Area 3 there are two jobs listed in Poolesville. In the past these jobs have shown up on the bid list but were not actually serviced by this Contract. Please confirm if they will actually be serviced in this Contract.
 - The Poolesville properties are to be bid as any other property listed on the bid form is bid. At the discretion of the county properties may be excluded from being serviced during any given event and this will be communicated by the designated contract administrator prior to the season or by event.
- Received 8/5/21 - If the jobs are to be serviced in Poolesville (and Beallsville), please confirm where the salt will be obtained for these jobs since Poolesville Depot is not listed.
 - As per Section D – Part One - Specification/Scope of Work, 1.2.3 “...The County reserves the right to eliminate depots, designate new ones and to notify the Contractor which depot should be used for material pickup”.
- Received 8/5/21 - In terms of invoices, the bid says to provide two copies of the invoice. Is electronic submission no longer allowed?
 - Electronic Invoices will be required for both Division of Facilities Management (DFM) and Fire and Rescue Service (FRS). Only one copy of the invoice and all required backup documentation shall be submitted to:
 - DFM: DFMvendorinvoice@montgomerycountymd.gov
 - FRS: Fire.BLDGMaintAdmin@montgomerycountymd.gov
- Received 8/5/21 - In terms of the yellow copy of the salt pick up sheet, why is the contractor required to provide a copy of this to the County when the County has the original?
 - The yellow copy of the salt pickup sheet is a checks and balances of material pickup from the County salt domes. They will be required as per Section D – Part Two - Execution, 2.10.4.2.
- Received 8/5/21 - In terms of pictures of before, during, and after- what is the purpose of this? Since the County has inspectors on each job at the start, during and at the end, can the County inspectors take the photos for their own benefit? It is very difficult for those with wet gloves to remove them and to be able to successfully take pictures and also risk damaging their phones.

- The county will not always have inspectors at each site and the photos are a checks and balances of work completed and site conditions as per Section D – Part Two - Execution, 2.9.1.
- Received 8/5/21 - In terms of Telenav (or other compatible tracking companies), how many tracking devices are you requiring for each area? The contract states the minimum crews for most areas are 3 plow, 3 salt, 1 hauling and 3 sidewalk- are 10 tracking devices all that will be required for each area?
 - The winning contractor will be required to have a tracking device for each activated crew and not just the minimum crews. As per Section D – Part One – Specifications/Scope of Work, 1.2.2.5 “The County requires the Contractor to supply each CREW with a cellular phone with Global Positioning System (GPS) capability and Telenav service. When snow removal operations are in progress, it will be incumbent upon the Contractor to have the communication equipment in working order and operational from the time snow removal operations begin until they are completed (per each snow removal event). Contractor may use any cellular provider as long as it is capable of supporting Telenav.

Effective for the period of November 1 through March 31, during the term of the contract, the Contractor must provide a supervisor password (reporting only) to the Contract Administrator or designee for the Telenav.

- Received 8/5/21 - We have been called out for as little as 8 minutes before under this Contract. Will the County consider a 4 hour minimum for this Contract? Many other local agencies provide this as a courtesy to their contractors (MC Roads Contract, WMATA, etc.).
 - Per Section D – Part Two - Execution, 2.2 “..The County will notify the Contractor of the activation time at least two (2) hours in advance. The Contractor will be required to begin work at the established activation time. Please note, under this activation procedure a Contractor may receive different activation times for each of the four (4) Crew classifications...”. However, there may be times when the Designated Contract Administrator may ask the awarded vendor if they can activate sooner than the contract required two (2) hours.
- Received 8/5/21 - In terms of the hourly report of job status, is this something that the County inspectors that are on the job could be reporting as it is very difficult to often times get all employees on the phone to give an update that is within the hour timeframe if they are driving/plowing or out shoveling sidewalks.
 - This is not something that the County Inspectors could be reporting and must be submitted with each invoice.
- Received 8/5/21 - In terms of equipment, a snow gator has been shown to not be a feasible and effective mechanism to clear snow and ice from the sidewalks, is this a requirement that can be optional?
 - This is not optional equipment and pricing must be included in the bid document.

- Received 8/5/21 - Animal Services and Olney Library have an exception for a rubber blade with no salt or sand. Is this correct? –
 - Please note DFM has confirmed that the concrete at these locations has cured and the request for rubber blade and no salt or sand at these locations is no longer a requirement for this bid. Excel Quotation Sheets has been updated in Areas 7 and 8 to remove the exception note 1 from these two locations.
- Received 8/5/21 - In terms of predicted snow fall, can the County consider their required notification time to be at least 8 hours. While it is understood that at times weather can turn bad without notice, most often it is successfully forecasted well in advance.
 - Per Section D – Part Two - Execution, 2.2 “..The County will notify the Contractor of the activation time at least two (2) hours in advance. The Contractor will be required to begin work at the established activation time. Please note, under this activation procedure a Contractor may receive different activation times for each of the four (4) Crew classifications...”. This will not be changed for this contract.
- Received 8/5/21 - Many local jurisdictions and agencies consult with weather forecast professionals so that they are prepared for bad weather- does the County utilize such a service for this Contract?
 - The County uses several resources as well as taking into account the specific needs of each individual asset listed to be serviced under this contract.
- Received 8/5/21 - Can the County establish minimum trucks/crews that correlate with snow fall, i.e. if over 1" of snow fall then plows will be required in addition to the salt/plow combo trucks?
 - There will be no minimums established that correlate with snow fall under this contract.
- Received 8/5/21 - Will there be an established break time provided for the individuals working on this contract?
 - There will be no established break times provided in this contract.
- Received 8/5/21 - Will there be an established break time or policy be established from the time being sent home and the time requested to come back on successive days?
 - There will be no established break time or policy as each winning contractor will need to be able to provide crews as requested by the County per the contract document.
- Received 8/17/21 - On the preference sheet, is it correct to only select a first and second choice. And I assume then would it still be possible to be awarded something that is not our first or second choice?
 - Please refer to Attachment F – Preference Sheet for clarification
 - “Bidders MUST submit pricing on at least six (6) areas to be considered responsive. In the event that the Bidder submits the lowest responsive bid for more than one Snow Removal Services Area, the Bidder will be awarded the Snow Removal Services Area (s) in the order of preference listed below AND

lowest bids submitted per Area by ALL Bidders. Bidders must select a first and second preference only. Bidders may only be awarded up to two Areas”.

Questions submitted by SFMS – dfarazad@sfmsllc.net

- Received 8/17/21 - Who's providing salt for locations.
 - As per Section D – Part One – Specifications/Scope of Work, 1.2.3 “...The Contractor will be required to use County provided bulk deicing materials and to obtain those materials from County Appointed locations”. However, the bidders are to provide material costs with each bid sheet in the event additional materials may be needed.
- Received 8/17/21 - Who's providing Ice/Melt for sidewalks?
 - Please refer to Section D – Park One – Specifications/Scope of Work, 1.2.3 however traditionally the winning bidder has provided the sidewalk materials but this is subject to contract provisions and could be changed as per contract by the Designated Contract Administrator. Bidders are to provide material costs with each bid sheet for Ice/Melt for sidewalks.