

SECTION D – SPECIFICATIONS/SCOPE OF WORK

It is the intention to award contracts to the bidder(s) submitting the highest percent discount as listed on the quotation sheets of each line item found on the third column titled **Percent Discount From Manufacturer's List Price**. Bids will be evaluated based on a discount from manufacturer's price list or vendor's retail price list. Bidders are required to submit **with their** bid current website addresses of the catalogs and price lists that will apply to the percentage off discount offered. Bidder's name, address and telephone numbers shall appear on all catalogs and price lists submitted. At the County's request within five (5) five calendar days may request to submit a manufacturer's price list or vendor's retail price list. If no percentage discount is offered for equipment and/ or parts, for a manufacturer or price list, please indicate N/A (Not Applicable) on the Quotation Sheet.

ACCEPTANCE EVALUATION

The County reserves the right, at any time after bid opening, to inspect the Contractor's place of business to confirm adherence to the specifications of this solicitation. This may include, but not be limited to, certification of dealer status and/or proof of ability to provide for the requirements of the Invitation for Bid.

ADDITIONAL COSTS OR EXPENDITURES

Additional expenditures (freight, overhead, shop supplies, EPA compliance, insurance requirements, travel time, etc.) must be included in the percentage discount from manufacturer's price list or vendor's retail price list.

AUTHORIZED DEALER

Bidders, by offering quotations certify that they are current authorized dealers in good status for all Manufacturers quoted for bid on the Quotation Sheet. Manufacturer's written certification of dealer status must be provided within five (5) business days if so requested by the County at any time during the contract term or prior to award. Should the Contractor lose dealer status or certification at any time during the contract term for any contracted items, the County must be notified within 15 working days. Should the Contractor lose dealer status or certification at any time during the contract term for any contracted items, that line item of the contract will automatically be cancelled with no further obligation by the County.

BLANKET PURCHASE ORDERS

Blanket purchase orders will be established to allow for anticipated annual expenditures. The individuals authorized to place orders for the County will make each release against such blanket purchase orders. Dollar amounts shown on the blanket orders do not guarantee purchases of any specific quantity or for any total dollar amount.

CATALOG/PRICE LIST UPDATES

It will be the responsibility of the Contractor to maintain all website addresses for the catalogs/price lists in a current and up-to-date status during the contract period or the County may determine the contract to be in default. It will be the responsibility of the successful Contractor to provide current and complete manufacturer's catalogs website addresses/vendor price lists upon request of the Procurement Director, Contract Administrator or designee. The catalog reference will be of most current publication and indicate the most current model numbers, styles, and be accompanied with the latest published price lists.

COMPANY BACKGROUND (Attachment I)

At the County's request within (5) five business days, the bidder will fill out information on their company including background or overview of the company, which should include the company's qualification and experience. See Attachment I.

DELIVERY LOCATIONS

Division of Facilities Management
1301 Seven Locks Road
Rockville, Maryland 20854
Attn: Frank Howard (240) 777-5374

Montgomery County reserves the right to add new locations if the need should arise during the contract term without changing the contract price. The addition of any location must be by direction of the Contract Administrator.

DELIVERY SCHEDULE AND ACCELERATED DELIVERY SCHEDULE WITH AN EMERGENCY FEE

Equipment and part deliveries are required within (2) **two** days after receipt of order from an authorized County representative. The County reserves the right to decline award when delivery schedules do not meet the County's stated requirements. Vendors must be capable of receiving orders via telephone, fax or electronic mail.

In the event the County requires a part sooner than the required delivery schedule and the Contractor has the means to provide the part but must burden the County for additional shipping and handling charges due to this accelerated time, the Contractor may add a fixed "accelerated fee". The Contractor must indicate the fixed fee charge per order, regardless of quantity ordered, on the Quotation Sheet. An authorized County designee must grant permission to proceed with emergency orders for the requirements of this contract. The County will not pay any unauthorized and/or disputed accelerated fees. This charge must be separated out on the invoice and clearly marked "accelerated fee" or the invoice will be returned.

CATALOG PRICE ADJUSTMENT

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Contract Administrator. The percentage (%) discount quoted for the Manufacturer or Vendor Price List awarded within this Invitation for Bid must remain firm for the entire contract period.

EMERGENCY/EMERGENCY PREPARATION

During a State of Emergency, the Director, Office of Procurement, or designee may authorize an emergency procurement from an alternative source for requirements of this solicitation. An emergency procurement will be pursued in the event the contracted vendor cannot provide an immediate response to meet the County's requirements. An emergency procurement is defined as a contractor's inability to provide an immediate response and an alternative source can provide an immediate response for the County's requirements. Examples of a State of Emergency include, but are not limited to; declaration by the Federal Emergency Management Agency and/or National Weather Service. During a State of Emergency, the contracted vendor indemnifies the County, and the County indemnifies the Contractor harmless of Section C - Provision 20.

EMERGENCY PURCHASES

Montgomery County reserves the right to make emergency purchases from another source should the awarded vendor(s) be unable to furnish the item within the required time frame.

GUARANTEE

The Contractor will guarantee the commodities furnished during the contract period for defects in quality, material and workmanship as outlined on the Quotation Sheet. Any item found deficient or imperfect will be replaced by the Contractor without charge to the County, or at the County's option, the Contractor will refund monies paid for faulty, sub-standard materials or relinquish the right to receive monies payable to them for the equivalent amount.

INVOICES

The County reserves the right to examine copies of the manufacturer's invoice to the contractor to verify contract discounts. The determination by the Contract Administrator of the Manufacturer's Published Price List which provides the most advantageous discount to the County is final.

ITEMS RETURNED FOR CREDIT

The Contractor will provide credit for return of damaged or substandard product during the contract period at a price equal to the original purchase price. The County will not accept restocking and/or handling fees or any other charges tied to returning of parts for credit. The County will pay shipping and/or freight charges to the Contractor for return of unused parts unless due to Contractor error.

NEW PRODUCTS

Introduction of new products/numbers, etc. to a manufacturer's line may be added during the contract term if the percentage (%) discount for all such additions is the same as the quoted discount. New products and product numbers will utilize the most current Manufacturer's Price List or Vendor Price Lists for these new items.

ORDERS

Orders shall be placed by telephone, fax or email by authorized representatives of Montgomery County. The successful bidder(s) shall be responsible for accepting orders placed only by authorized personnel of Montgomery County. The method of ordering shall be through a Purchase Order or through a Purchasing Card. The Blanket Purchase Order shall indicate a specific dollar amount of funds that have been estimated to cover purchases. Orders will be placed against this dollar amount, throughout the contract term. Montgomery County has the right to cancel any portion of these estimated funds that have not been used. Individual order quantities cannot be fixed; therefore, additional charges will not be accepted for minimum order amounts.

PRODUCT QUALITY/SPECIFICATIONS

Items offered must meet or exceed all normal Industrial Engineering and/or Performance Standards for each part's intended purpose. The County reserves the right to test for adherence to the Industry Standards on any or all items at any time during the contract term. Failure of any item to meet the industry specifications will require the Contractor to rectify the problem immediately, including but not limited to replacing defective and/or sub-standard items with new items meeting the standards, at no additional cost to the County.

PURCHASE GUARANTEES

Montgomery County does not guarantee that any amounts will be purchased during the contract term.

QUALIFICATION OF BIDDER

The resulting contract will provide a ready "as required" source for Plumbing Parts and Supplies equipment and parts. A ready "as required" source will meet the following criteria: (a) Contractor who maintains a sufficient stock of product to meet the County's delivery requirements under this solicitation (see "Delivery Schedule" above), (b) source that does not

require minimum order quantities or dollar amounts, (c) source that supplies material on demand in accordance to required delivery schedule/service schedule.

Bidders are required to furnish satisfactory evidence (e.g. manufacturer's authorized distributor letter) that they are authorized dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding and, in both cases, they must maintain a regularly established place of business. The Contract Administrator or designee may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

REQUIREMENTS CONTRACT

Under the terms of this Invitation for Bid, the resultant contract will be considered a "requirements" contract only. Total quantity required cannot be definitively fixed and total dollar expenditures cannot be guaranteed. In addition, all purchases are contingent on appropriate fiscal funding.