

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL (SMALL PURCHASE/MINI-CONTRACT) #1139756

Aerial Equipment (Self-Propelled Elevated Work Platforms) and Forklifts Inspection, Maintenance and Repair

This solicitation is reserved for only **application submitted/certified** status local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount, submitting a bid/proposal constitutes willfully stating your firm is an **application submitted/certified** Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not **application submitted/certified** in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Informal Solicitation

#1139756

Aerial Equipment (Self-Propelled Elevated Work Platforms) and Forklifts Inspection, Maintenance and Repair

ISSUE DATE: 6:00 AM, EST February 22, 2022

SUBMISSION DEADLINE: 3:00 PM, EST, March 11, 2022

The Montgomery County Department of General Services is soliciting bids for Aerial Equipment (Self-Propelled Elevated Work Platforms) and Forklifts Inspection, Maintenance and Repair. Proposals must be returned no later than the date and time listed above.

The following pages contain the terms, conditions, and scope of services for this Informal Solicitation.

One original of your proposal must be submitted by email to Gus MontesDeOca at Gus.MontesDeOca@montgomerycountymd.gov

Please review ---- SECTION J - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Gus MontesDeOca at Gus.MontesDeOca@montgomerycountymd.gov or 240-777-6175

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount, submitting a bid/proposal constitutes willfully stating your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

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- number of employees by location
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(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Montgomery County, Maryland
 Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
 (printed): _____

Printed Name and Title of
 Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

2. Name and Signature Requirements for Proposals and Contracts

The correct and full legal business name of the offeror must be used in proposals 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 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 this 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.

3. Acknowledgment of Solicitation Amendments

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

INSTRUCTIONS:**Registered Vendor**

The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

Acknowledgement

The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

Maryland State Department of Assessments & Taxation (MD-SDAT)

Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering in to a contact with your firm. The County will verify this status on the MD-SDAT website. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT. If this status is not rectified in a timely manner with MD-SDAT, then your firm maybe declared non-responsible and your proposal will be rejected.

Information can be found at: (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

CONDITIONS:**Acceptance Time**

By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- General Conditions of Contract between County & Contractor (Section J)
- Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan". (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form". (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- All representations and certifications listed in this document.
- Mandatory Insurance Requirements.

Determination of Responsibility

The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to

complete contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

- The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.
- The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
- The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction (“work”) required.
- The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
- The integrity, reputation and experience of the offeror and its key personnel.
- The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
- The offeror’s previous and existing compliance with laws and ordinances relating to the contract or work.
- The sufficiency of financial resources of the offeror to perform the contract or provide the work.
- The certification of an appropriate accounting system, if required by the contract type.
- Past debarment or suspension by the County or other governmental entity.

Joint Procurement

The following entities within Montgomery County must be able to purchase directly from any contract 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); and
- Municipalities & Special Tax Districts in Montgomery County.

While this solicitation 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 offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity’s respective laws and regulations. An entity may choose not to procure from the successful offeror 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 offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction’s own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE LISTED IN THE OFFER.

Late Proposals

Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.

Minority, Female, Disabled Person Program Compliance

Under County law, this solicitation is subject to the Montgomery County Code (Part II. Chapter 11B.Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

- Information regarding the County’s MFD program can be found on the Office of Procurement website at: www.montgomerycountymd.gov/MFD

- Entitled “Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor”.
- The companion document entitled “Minority, Female, disabled Person Subcontractor Performance Plan” can be found on the Office of Procurement website at:
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf.

Montgomery County Code and Procurement Regulations

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

Payment Terms

The County’s payment terms are net thirty (30) days.

Qualification of Offerors

Offerors 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 for which they are submitting a proposal, and that they maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor’s plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract. Upon the County’s request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County’s needs and requirements for this solicitation.

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 related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.

Information regarding the County’s Wage Requirements Law (WRL) can be found on the Office of Procurement website at: www.montgomerycountymd.gov/WRL. Contractor must comply with the “Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor”, which can be found included with the **Wage Requirements Certification form** at the website below.

The companion document entitled “**Wage Requirements Certification**” form can be found on the Office of Procurement website at: www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf.

NOTICES:

Proprietary & Confidential Information

This is to notify prospective offerors that the County has unlimited data rights regarding proposals 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 Public Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words “confidential” or “proprietary.” However, the County, by law, must apply the MPIA’s requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.

The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.

Verbal Explanations

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

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 County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

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.

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. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

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 50 Up to 100 Up to 1,000 Over 1,000

Workers Compensation (for contractors with employees)

Bodily Injury by

Accident (each)	100	100	100	See Attach
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	

Commercial General Liability

300	500	1,000	See Attach
-----	-----	-------	------------

for bodily injury and property 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 Attach
each occurrence	300	500	1,000	

Property Damage

each occurrence	300	300	300	
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Professional Liability*

250	500	1,000	See Attach
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for errors, omissions 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 50 Up to 100 Up to 1,000 Over 1,000

Commercial General

300	500	1,000	See Attach
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Liability minimum 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. INFORMATION SECURITY

A. 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).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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 3/1/2018

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

Aerial Equipment (Self-Propelled Elevated Work Platforms) and Forklifts Inspection, Maintenance and Repair

SECTION C – SCOPE OF SERVICE

a) **BACKGROUND**

The Department of General Services, Division of Facilities Management (DFM) oversees the operation of over four hundred (400) County-owned and County-leased facilities. Many of the services provided at County facilities require the use of aerial equipment by County personnel. DFM requires a contractor to perform the annual inspection, maintenance and repairs (as required) of its aerial equipment and forklifts.

b) **PURPOSE AND INTENT**

The County requires a Contractor to perform annual inspection, maintenance and repairs to its aerial equipment (self-propelled working platforms) located at County facilities. The County intends to award one Contract as a result of this Informal Solicitation. DGS will be the authorized user of the Contract resulting from this Solicitation (the “Contract”). The Contractor is not to perform any work under the Contract for any other County agency.

c) **SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS**

DFM has the following Aerial Equipment (self-propelled elevated work platforms) :

	<i>Make</i>	<i>Model</i>	<i>Serial Number</i>	<i>Location</i>
1)	JLG	E26MJ	A300026023	Silver Theater 8641 Colesville Road Silver Spring
2)	JLG	2630ES	20012882	Strathmore Music Hall 5301 Tuckerman Lane Bethesda
3)	Genie	GS-1930		Silver Spring Library 900 Wayne Avenue Silver Spring
4)	Genie	GS-3232		Olney Library 3500 Olney-Laytonsville Road Olney
5)	Genie	Z 34/22N	581	Division of Facilities Management 1301 Seven Locks Road Potomac
6)	Genie	AWP 25S AC	AWP02-237B4	Black Rock Center for the Arts 12901 Town commons Drive Germantown
7)	Genie	GS-3232		White Oak Recreation Center 1700 April Lane Silver Spring
8)	JLG	1932-E2	200112072	Montgomery County Correctional Facility 22880 Whelan Lane Boyd

9)	TMC	FCB 20	7230332	DFM 1301 Seven Locks Road Potomac
10)	JLG	R4045	M200038760	Wheaton Library/Rec Center 11711 Georgia Ave, Wheaton
11)	Genie	AWP-225 AC Corded		Good Hope Recreation Center 14715 Good Hope Road, Silver Spring

- d) The Contractor must furnish equipment, materials and labor in performing all work described in this Solicitation.
- e) The Contractor will provide for the maintenance and inspection of aerial equipment in accordance with ANSI 92.6-2006 regulations. The Contractor will provide for the inspection and maintenance of forklifts in accordance with requirements set forth in 29 CFR 1910.178 et. Seq. The inspection will be valid for at least one (1) year from the date of the inspection, but never for a term exceeding the inspection frequency established by the applicable regulations. The Contractor will provide DFM an inspection report for each aerial equipment listed. The Contractor will adhere an inspection sticker to all units that pass the inspection indicating the inspection date and/or expiration date.
- f) The Contractor will perform preventive maintenance on each unit listed as per the corresponding manufacturer’s recommended maintenance protocol.
- g) The Contractor will identify any deficiencies found and will provide the County with a Job Authorization Form (JAF) for repairs as per the service rates established on this solicitation.
- h) The County may ADD or Delete an equipment for service under this contract. The County may change the contract requirements relative to the number of tasks required and frequency of tasks required. The County may effect such changes unilaterally and without incurring any liability for the change. Contractor must accept ADDED equipment in “As Is” condition. In the event the County wishes to add an equipment under the contract resulting from this solicitation, the Contractor must provide the County with a price for providing annual inspection, preventive maintenance and battery replacement for the additional equipment. The price for any added equipment is subject to and contingent on final approval and acceptance by the County. If an agreement relating to the pricing for including the additional equipment cannot be reached between the County and the Contractor, the County reserves the right to seek an alternative service source. Upon the County approving a Contractor’s proposed price for servicing and additional equipment, the additional equipment will be added to the Contractor’s contract with the County via a contract amendment.
- i) The Contractor’s employees assigned to provide services under this solicitation must be able to communicate fluently in English.
- j) The prices quoted to the County for the performance of services under this Contract are inclusive of all costs; that is, but not limited to, direct labor, supervision, general and administrative overhead, supplies, taxes, insurance, transportation, profit and the cost of equipment that is normal and customary.
- k) The Contractor must provide all management, supervision, labor, materials, tools, parts, supplies, equipment, reporting and transportation necessary to perform all services as described in this solicitation at all times.
- l) The Contractor must assign a Representative that will coordinate the work with the County’s Contract Administrator or its designee. The Contractor will provide a phone number and email address for contacting its representative.

- m) Contractor must not commence any service under this Contract until a purchase order has been executed by the Office of Procurement, and a Notice to Proceed has been issued by the Contract Administrator or its designee.
- n) The County reserves the right to request a background investigation, based on the facility being serviced, from the Contractor for any or all of the Contractor's workers or sub-contractors under this Contract, at any time while the contract is in place. Background investigation should be performed by the County only and the standard is a criminal background investigation that bars entry for parties with criminal convictions pertaining violent crimes, felonies, terrorism etc.
- o) The Contractor must require its workers to comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the County.
- p) Standard hours for the provision of services are Monday through Friday from 7:00 am to 5:00 pm.

4. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

- a. For the purposes of any contract issued as a result of this Informal, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
- b. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.
- c. The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.
- d. The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.
- e. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.
- f. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
- g. The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.

5. **CONTRACTOR'S QUALIFICATIONS**

Contractors responding to this solicitation must be able to demonstrate experience in the following areas:

- a. Demonstrated minimum of Five (5) years of recent experience (from the date of this solicitation) in providing services of similar scope and nature to the one included in this solicitation.
- b. The Contractor must provide a list of at least three (3) professional references that can validate the Contractor's experience in providing services of similar scope and nature to the ones included in this solicitation

SECTION D - TERM

The effective date begins upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one-year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one year each.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

- a. The Solicitation will be awarded to the responsible bidder submitting the lowest 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. (Attachment B)

SECTION F – COMPENSATION

Compensation must not exceed funds appropriated by the County and encumbered into a County Purchase Order issued to the Contractor. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor's receipt of said County Purchase Order. Compensation will be in accordance with the Price Sheet (Attachment B), as approved in the resulting contract.

Total compensation under the Contract (initial term, plus any optional renewal terms exercised by the County) must not exceed \$99,999.99.

SECTION G – PRICING AND SERVICE REQUESTS

- 1. Prices are to be quoted on a per equipment basis for the aerial equipment listed under section A of the Quotation Sheet.
- 2. Prices are fixed for the first contract term.
- 3. Prices are to be inclusive of all associated costs, that is, but not limited to, direct labor, supervision, general and administrative overhead, taxes, insurance, profit, the cost of any associated equipment, etc.
- 4. Service requests
 - a. Annual Inspections and Preventive Maintenance for Listed Aerial equipment
 - i. The contractor will provide the contract Administrator or its designee the proposed schedule for completing the annual services.
 - ii. e Contract Administrator or its designee will evaluate the proposed timeline, coordinate with the facility occupants and provide a notice to proceed to the Contractor (via email) indicating when work can commence.

iii. The Contractor will notify the Contract Administrator or its designee once work is completed.

b. Additional Services

- i. The Contract Administrator or its designee will notify the Contractor via email or telephone call the need to service a given unit. The Contract Administrator or its designee will provide the unit information, including its location.
- ii. Within seventy-two hours (72) the Contractor will provide the Contract Administrator or its designee a completed Job Authorization Form (JAF, Attachment D).
- iii. The Contract Administrator or its designee will evaluate the JAF proposed timeline, coordinate with the facility occupants and provide a notice to proceed to the Contractor by means of a signed JAF, indicating when work can commence.

SECTION I - INVOICING

Invoices must be submitted by the Contractor on a monthly basis and must contain:

- a unique invoice number;
- a remittance address and point of contact
- this Contract number (#XXXXX)
- the dates of delivery or service;
- asset number and facility name
- Material used detail, establishing quantities and type
- Labor detail, detailing hours and personnel
- Supporting documentation for the time and materials (if requested by Contract Administrator)
- Photographic Evidence of Work Performed (if requested by Contract Administrator)
- the Purchase Order number under which funds were encumbered
- a copy of the signed JAF (Attachment D - Job Authorization Form)
- Attachment E - *Attachment E is a guidance to each vendor to prepare invoice and supporting materials in a manner that allows for an expeditious review and approval.*

Invoices must be sent to the Contract Administrator designated by the County, and must be in a format acceptable to the County. The County will make payment to the Contractor within thirty (30) calendar days following the County's receipt, acceptance and approval of the Contractor's invoice.

SECTION J - CONTRACT ADMINISTRATOR

A. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

B. USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6A.

C. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is Gregory Boykin, Gregory.Boykin@montgomerycountymd.gov or 240-777-5359.

SECTION K - ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without

first obtaining the written consent of the Chief Administrative Officer:

- A. Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- B. Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

SECTION L - SUBMISSIONS

2. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Offerors must submit their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the Using Department to evaluate the offeror’s capabilities and experience. Proposals must include the following information:

- A. A cover letter with a brief description of the firm, including the offeror’s name, address, telephone number and email address.
- B. The Acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- C. At least three references that may be contacted to attest to the quality and timeliness of the offeror’s work of similar nature and scope to the scope required by the County. (see Attachment A)
- D. This solicitation is subject to the Wage Requirements Law, the offeror must submit the appropriate Wage Requirements Law forms found at: www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf. Failure to submit and complete the required material information on the form(s) may cause the offeror’s proposal to be unacceptable under County law, and the proposal may be rejected.
- E. Mid-Atlantic Purchasing Team Rider Clause – www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf.
- F. Minority, Female, Disabled Persons Subcontractor Performance Plan www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf. **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror’s proposal.**
- G. Minority Business Program and Offeror’s Representation – www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf (see Sample of MFD Report of Payments Received www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
- H. Offeror must include with their proposal a description of offeror’s knowledge and working experience in relation to the Scope of Work described in this informal.
- I. Price Proposal (Attachment B)
- J. Offeror must submit the url for their website portfolio.
- K. Proof of legal name:
 - 1. Incorporated Entity:
 - W-9
 - Articles of Incorporation and/or Articles of Amendment (NOTE-the name on the W9 **must** match the names listed in the Articles)
 - 2. Sole Proprietorship:
 - 1. W-9
 - 2. Email or letter from proprietor stating his/her name as shown on his/her social security card
- L. Any additional documentation that your firm deems necessary in response to this informal.

Web-links for Documents and Forms:

- 1. Central Vendor Registration System (www.mcipcc.net)

2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
3. Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

ATTACHMENT A

REFERENCES
(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: -
EMAIL: _____ CELL PH -

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: -
EMAIL: _____ CELL PH -

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: -
EMAIL: _____ CELL PH -

ATTACHMENT B**Price Sheet**

Prices are to be inclusive of all associated costs, that is, but not limited to, direct labor, supervision, general and administrative overhead, taxes, insurance, profit and the cost of any associated equipment, materials and supplies. Award will be based on the lowest aggregate total. A unit price must be bid on all items within the Quotation Sheet or the bid will be declared non-responsive and rejected. If there are discrepancies in the arithmetic calculation, the unit price will prevail and the County reserves the right to recalculate the extended price. This is a per requirement based solicitation, the Listed Equipment and the Yearly Estimated Hours are not a guarantee of annual usage.

Part A. Listed Aerial Equipment – Annual Inspection and Preventive Maintenance

	<i>Make</i>	<i>Model</i>	<i>Serial Number</i>	<i>Location</i>	<i>Cost per Service</i> <i>(to perform annual preventive maintenance including inspection)</i>
1)	JLG	E26MJ	A300026023	Silver Theater 8641 Colesville Road Silver Spring	\$ _____
2)	JLG	2630ES	20012882	Strathmore Music Hall 5301 Tuckerman Lane Bethesda	\$ _____
3)	Genie	GS-1930		Silver Spring Library 900 Wayne Avenue Silver Spring	\$ _____
4)	Genie	GS-3232		Olney Library 3500 Olney-Laytonsville Road Olney	\$ _____
5)	Genie	Z 34/22N	581	Division of Facilities Management 1301 Seven Locks Road Potomac	\$ _____
6)	Genie	AWP 25S AC	AWP02-237B4	Black Rock Center for the Arts 12901 Town commons Drive Germantown	\$ _____
7)	Genie	GS-3232		White Oak Recreation Center 1700 April Lane Silver Spring	\$ _____
8)	JLG	1932-E2	200112072	Montgomery County Correctional Facility 22880 Whelan Lane Boys	\$ _____
9)	TMC	FCB 20	7230332	DFM 1301 Seven Locks Road Potomac	\$ _____
10)	JLG	R4045	M200038760	Wheaton Library/Rec Center 11711 Georgia Ave, Silver Spring	\$ _____

11)	Genie	AWP-225 AC Corded		Good Hope Recreation 14715 Good Hope Road, Silver Spring	\$ _____
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Part B. Battery Replacement Costs

Cost to supply, install and leave fully operational a new battery in the equipment at its specified location. Fully burdened amount (i.e. travel, time, material, etc.).

	<i>Make</i>	<i>Model</i>	<i>Serial Number</i>	<i>Location</i>	<i>Cost</i>
1)	JLG	E26MJ	A300026023	Silver Theater 8641 Colesville Road Silver Spring	\$ _____
2)	JLG	2630ES	20012882	Strathmore Music Hall 5301 Tuckerman Lane Bethesda	\$ _____
3)	Genie	GS-1930		Silver Spring Library 900 Wayne Avenue Silver Spring	\$ _____
4)	Genie	GS-3232		Olney Library 3500 Olney-Laytonsville Road Olney	\$ _____
5)	Genie	Z 34/22N	581	Division of Facilities Management 1301 Seven Locks Road Potomac	\$ _____
6)	Genie	AWP 25S AC	AWP02-237B4	Black Rock Center for the Arts 12901 Town commons Drive Germantown	\$ _____
7)	Genie	GS-3232		White Oak Recreation center 1700 April Lane Silver Spring	\$ _____
8)	JLG	1932-E2	200112072	Montgomery County Correctional Facility 22880 Whelan Lane Boys	\$ _____
9)	TMC	FCB 20	7230332	DFM 1301 Seven Locks Road Potomac	\$ _____
10)	JLG	R4045	M200038760	Wheaton Library/Rec Center 11711 Georgia Ave, Silver Spring	\$ _____
11)	Genie	AWP-225 AC Corded		Good Hope Recreation 14715 Good Hope Road, Silver Spring	\$ _____

Part C. Additional Services

	Rate (\$/hour)	X Estimated Hours/year	Extended amount
1. Equipment Mechanic (Regular Time)	\$ _____	50	\$ _____
2. Equipment Mechanic (Over Time)	\$ _____	10	\$ _____

METHOD OF AWARD

Sub-Total for Part A (1-11) \$ _____

Sub-Total for Part B (1-11) _____

Sub-Total for Part C (1-2) \$ _____

Total \$ _____

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ATTACHMENT C

MANDATORY INSURANCE REQUIREMENTS***Aerial Equipment (Self Propelled Elevated Work Platforms) and Forklift Inspections, Maintenance and Repair***

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), per occurrence, and two million dollars (\$2,000,000) aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations
- Sexual Molestation and Abuse

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies 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, MD
 Division of Facilities and Maintenance / Lola Ijelu
 101 Monroe St. 9th floor
 Rockville, Md 20850

ATTACHMENT D

JOB AUTHORIZATION FORM

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH TERMS AND CONDITIONS OF:

Contract No. _____	Contractor _____
Cost Center _____	Contract Administrator: <u>Gregory Boykin, Chief</u>
Account Code _____	Total Cost Not To Exceed \$ _____
Task _____	Date of Issuance to the Contractor _____

DESCRIPTION OF WORK

Contract Administrator's Designee: _____ **Phone Number** _____

Job No. _____ **G No.** _____ **Location** _____

REQUIREMENTS: _____

Estimated Completion Date: _____ **Days after receipt of Notice To Proceed:** _____

Special Problems or Potential Delays: _____

Subcontractor Cost \$ _____ **Actual Cost (Labor) \$** _____ **Actual Cost (Material) \$** _____

Contract Administrator's Signature Date

Contractor's Signature Date

ATTACHMENT E

INVOICE SUBMISSION CHECKLIST

Contract # _____ - Aerial Lift Equipment

Invoice # _____

Instructions to Contractor: *Attachment E is a guidance to each vendor to prepare invoice and supporting materials in a manner that allows for an expeditious review and approval.*

	Item	Contractor Initials	County Initials
1.	Is the invoice number included?		
2.	Is the service period included?		
3.	Is a copy of the approved Job Authorization Form included?		
4.	Is the Job Site address listed?		
5.	Are the materials used for the project detailed? Quantity and type?		
6.	Is the total labor detailed? Hours and type of service?		
7.	Are the unit prices consistent with contract provisions?		
8.	Have monthly reports been submitted?		
9.	Is a copy of the service tickets included?		
10.	Are all calculations correct?		

Contractor's Name: _____ Signature: _____ Date: _____

County's Representative: _____ Signature: _____ Date: _____