

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
 27 COURTHOUSE SQUARE, SUITE 330
 ROCKVILLE, MARYLAND 20850-4166

IFB#:	1162630	OPENING DATE:	April 3, 2025**Opening Virtually see Pg. E	OPENING TIME:	11:00 AM EST
FOR:	Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb.			ISSUE DATE:	March 3, 2025

SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES
 The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1	<input type="checkbox"/>	BID GUARANTEE: A bid guarantee of N/A is required for this bid.
2	<input checked="" type="checkbox"/>	INTENT: A. <input type="checkbox"/> B. <input checked="" type="checkbox"/>
3	<input checked="" type="checkbox"/>	METHOD OF AWARD A. _____ B. _____ C. _____ D. _____ E. <input checked="" type="checkbox"/> (other)
A contract will be awarded by Line Item to the responsible bidder submitting the highest most advantageous price differential bid, as determined by the Director, Office of Procurement. This shall be called a Primary Award. Additionally, a contract will be awarded by Line Item to the responsible bidder submitting the next highest most advantageous price differential bid, as determined by the Director, Office of Procurement. This shall be called a Secondary Award.		
4	<input checked="" type="checkbox"/>	OPTIONAL PRE-BID CONFERENCE Date: <u>3/12/2025</u> Time: <u>2:00 PM</u> Location: Virtual via Microsoft Teams: <u>Join the meeting now: +1 443-692-5768 420921939#</u>
5	<input type="checkbox"/>	OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/>	QUESTIONS: Technical Contact: <u>Ahron Berney</u> <u>ahron.berney@montgomerycountymd.gov</u> Non-Technical Contact: <u>Benjamin Comer</u> <u>Benjamin.comer@montgomerycountymd.gov</u>
7	<input type="checkbox"/>	SAMPLES
27	<input type="checkbox"/>	SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate)
28	<input type="checkbox"/>	CONSTRUCTION CONTRACT (see Attachment D)
29	<input checked="" type="checkbox"/>	LOCAL BUSINESS PREFERENCE (LBP) <u>https://www.montgomerycountymd.gov/PRO/DBRC/local-business-preference.html</u>
All provisions in the solicitation, including Section A, numbers 8 through 26 and 30, shall be applicable to any contract awarded as a result of this solicitation.		

SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR
 All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation are listed in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor.

SECTION C – SPECIAL TERMS AND CONDITIONS
 The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1	<input type="checkbox"/>	ADD OR DELETE
2	<input type="checkbox"/>	ANNUAL PRICE ADJUSTMENT A. _____ Commodity/Service Group: B. _____ All Items
3	<input type="checkbox"/>	CATALOG DISCOUNT PRICES
4	<input type="checkbox"/>	CATALOG/PRICE LIST REQUIREMENTS
5	<input type="checkbox"/>	CERTIFICATE OF ORIGIN
6	<input type="checkbox"/>	CLEANING OF SITE
7	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR
8	<input checked="" type="checkbox"/>	CONTRACT TERM X A _____ B. Other: _____
9	<input type="checkbox"/>	CONTRACT VALUE
10	<input type="checkbox"/>	CONTRACTOR RESPONSE
11	<input type="checkbox"/>	CORRECTION OF WORK AFTER FINAL PAYMENT
12	<input checked="" type="checkbox"/>	CORRECTION OF WORK BEFORE FINAL PAYMENT
13	<input checked="" type="checkbox"/>	DAMAGE/SHORTAGE
14	<input type="checkbox"/>	DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18	<input checked="" type="checkbox"/>	EQUIPMENT PREPARATION
19	<input type="checkbox"/>	ESTIMATES
20	<input type="checkbox"/>	FAILURE TO PERFORM/DELIVER

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

46	<input checked="" type="checkbox"/>	NET PRICES
47	<input checked="" type="checkbox"/>	MODEL YEAR BUILD-OUT
48	<input checked="" type="checkbox"/>	NEW MODELS
49	<input checked="" type="checkbox"/>	FACTORY ORDER PRICE PROTECTION
50	<input checked="" type="checkbox"/>	MANUALS – OPERATOR & SERVICE – AND 24/7 SERVICE CONTACT(S)
51	<input checked="" type="checkbox"/>	INSTALLATION QUALITY
52	<input checked="" type="checkbox"/>	MANUALS – PARTS FOR INSTALLED EQUIPMENT AND/OR MODIFICATIONS
53	<input checked="" type="checkbox"/>	WARRANTY
54	<input checked="" type="checkbox"/>	SELLING PRICE OF A VEHICLE
55	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
56	<input checked="" type="checkbox"/>	SUBCONTRACTOR PRICING
57	<input checked="" type="checkbox"/>	PRIMARY / SECONDARY AWARDS
58	<input checked="" type="checkbox"/>	AUTHORIZED DEALER
59	<input checked="" type="checkbox"/>	TRAINING - OPERATOR
60	<input checked="" type="checkbox"/>	MARYLAND TRADER'S LICENSE & SDAT CERTIFICATE OF GOOD STANDING
61	<input checked="" type="checkbox"/>	ACCEPTANCE
62	<input checked="" type="checkbox"/>	ASSIGNMENT OF TITLE
63	<input checked="" type="checkbox"/>	TAX EXEMPTION
64	<input checked="" type="checkbox"/>	SELF-INSURANCE
65	<input checked="" type="checkbox"/>	VENDOR REGISTRATION

MANDATORY SUBMISSIONS:

a. BID SUBMISSIONS:

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

XX "SOLICITATION, BID AND AWARD SHEET" (including page E and pages E-1 through E-9 Quotation Sheet(s))

- Current Manufacturer catalog(s) Descriptive Literature Other:
 Price List(s) **XX** Delivery Schedule Bid Guarantee (see pages A & 1)
 Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C)

Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.
 (Bidders Must Complete the NAME & SIGNATURE REQUIREMENTS in Part II on the Solicitation, Bid and Award Sheet, Page E)

b. AWARD SUBMISSIONS:

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

- XX** Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), if requested in the Intent to Award notice.
XX Local Business Subcontract Plan (Attachment F), if requested in the Intent to Award notice.
 Installation Schedules Plans or Drawings

IFB #1162630	MONTGOMERY COUNTY, MARYLAND Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb. SOLICITATION, BID AND AWARD SHEET	Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

ELECTRONIC BIDS SUBMITTED TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S), WILL BE RECEIVED UP TO **11:00 AM** LOCAL TIME ON **4 / 3 / 2025**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. BIDS WILL BE OPENED VIRTUALLY VIA MICROSOFT TEAMS: **Join the meeting now**; OR BY: Meeting ID: 244 999 419 986, Passcode: z2Z2RT3N; OR BY Dialing In: +1 443-692-5768, 48336512#

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

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

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. **The County's Standard Payment Terms are Net Thirty (30) Days.** This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. **An optional prompt payment term is not required, but may be offered conditioned on the following basis:** Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: www.montgomerycountymd.gov/PRO/Laws.html

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

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

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: <i>K. Neal International Trucks, Inc.</i>	TELEPHONE NO.: <i>301 772 5100</i>
ADDRESS: <i>5000 Tuxedo Road Hyattsville MD 20781</i>	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: <i>301 322 3126</i>
BIDDER'S E-MAIL ADDRESS: <i>wcaterham@knealtrucks.com</i>	

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): COO	
SIGNATURE OF ABOVE PERSON:	DATE: <i>04/01/2025</i>

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

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: Primary Highlighted in Blue Secondary Highlighted in Yellow	YOUR CONTRACT NUMBER IS: 118381
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MONTGOMERY COUNTY, MARYLAND BY <u>Robert Norris</u>	 SIGNATURE OF CONTRACTING OFFICER	7/1/2025 AWARD DATE
PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE

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

ELIGIBLE BIDDER:

A Bidder must be the owner of the vehicle it sells and, as such, hold the Manufacturer's Certificate of Origin. A vehicle sold by Bidder is one that is owned by a vehicle dealership and was obtained directly from the OEM, acquired unsold, by dealer exchange, from another vehicle dealership, or comes under the domain of Maryland HB235. Reference: <https://mgaleg.maryland.gov/mgawebsite/legislation/details/hb0235?ys=2015rs>

To qualify as a bidder on used vehicles, a dealer must have a wide range of used vehicles on their lots at all times, to include the solicited categories in this IFB. A minimum of 100 vehicles must be displayed at all times for all vehicles under Class 3, Class 3 and above has no minimum amount of vehicles to be displayed on location.

A Bidder must be a dealership in good standing for the OEM vehicle that is being Bid and must be physically located in a California emissions state.

The following 18 states and Washington D.C. have adopted California's vehicle emission standards including the greenhouse gas standards for motor vehicles:

Colorado
Delaware
Washington D.C
California
Connecticut
Maine
Maryland
Massachusetts
Minnesota
Nevada
New Jersey
New Mexico
New York
Oregon
Pennsylvania
Rhode Island
Vermont
Washington

QUOTATION SHEET (continued)INSTRUCTIONS:

When the County seeks to make a vehicle purchase, a quote for a specific vehicle, whether in inventory or factory ordered, will be requested of the dealership contact designated on the Bid Cover Sheet. The quote must show the vehicle MSRP and the dealer invoice, with a separate line showing the amount of price differential and the resultant purchase cost of the vehicle to the County.

Additionally, all quotes must include but not be limited to including engine description, transmission description, color, tire size, fuel type and trim description. The number of dollars of price differential to be applied to a dealer memorandum invoice (which includes transportation cost from the OEM to the dealership as well as regional advertising charged by the OEM to the dealership) is one of the factors used to determine the price paid by the County for a vehicle. (There may be other applicable discounts such as a government price concession and/or installation of aftermarket equipment added to a quote, as well.)

To offer a price differential for a vehicle make, enter a dollar amount rounded to one dollar (no decimals), with a minus "-" sign or a plus "+" sign. In the absence of a sign, it will be considered the same as a plus "+" sign. If you are making an offer to sell a vehicle make but are not offering any price differential, enter a "zero". An offering of "+ \$dollar amount", "- \$dollar amount", or "0" for an offer of no price differential must be entered in the column "+ / - \$ Differential On Dealer Invoice" or "+ / - \$ Differential On Black Book". Vehicles are divided into Classes. You may offer on as many LINES within Classes as you desire to be considered to sell to the County.

PRIMARY & SECONDARY AWARDS

Awards may be made by Line Number for the most advantageous price to the County as the Primary Awardee and the second most advantageous price to the County as the Secondary Awardee. In case of a tie, the Director, Office of Procurement may resolve by application of certain criteria as stated in the Procurement Law.

RETAIL MARKETING TERMS DO NOT APPLY

For purposes of this Solicitation, the terms Crossover Utility Vehicle ("CUV"), All-Wheel Drive ("AWD"), Front-Wheel Drive ("FWD"), Sport Utility Vehicle ("SUV"), Rear-Wheel Drive ("RWD") and 4x4 or Four-Wheel Drive ("4WD") are described in the column "DESCRIPTION". The descriptions in this Solicitation supersede retail marketing terms and Original Equipment Manufacturer ("OEM") printed and web-based collateral when there is a conflict in meaning.

IMPORTANT:

Bidders are cautioned not to make any marks, words, symbols, write comments, state conditions or write questions on the QUOTATION SHEET. Doing so may cause your Bid to be deemed non-responsive and rejected.

Bidders are cautioned that the dollar amount of a Bid is a business decision and should take into consideration costs of doing business, such as: floor-plan expense; dealership resources required to perform a Contract; business risk, etc. Transportation from the Contractor to the County is FOB Destination. Note that the NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS located on the SOLICITATION, BID AND AWARD SHEET states that the bidder's signature must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer on a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

NEW VEHICLES:

New Sedans and Crossover Utility Vehicles ("CUV") Curb Weight 3,399 lb. and less			
Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	+/- \$ Differential On Dealer Invoice
		<i>A. Internal Combustion</i>	<i>B. Electric</i>
1	CHEVROLET		
2	CHRYSLER		
3	DODGE		
4	FORD		
5	HONDA		
6	HYUNDAI		<i>No Bid</i>
7	JEEP		
8	KIA		
9	NISSAN		
10	TOYOTA		
New Sedans and Crossover Utility Vehicles ("CUV") Curb Weight 3,400 - 3,699 lb.			
Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	+/- \$ Differential On Dealer Invoice
		<i>A. Internal Combustion</i>	<i>B. Electric</i>
11	CHEVROLET		
12	CHRYSLER		
13	DODGE		
14	FORD		
15	GMC		
16	HONDA		<i>No Bid</i>
17	HYUNDAI		
18	JEEP		
19	KIA		
20	NISSAN		
21	TOYOTA		
New Sedans and Crossover Utility Vehicles ("CUV"): Curb Weight 3,700 lb. and greater			
Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	+/- \$ Differential On Dealer Invoice
		<i>A. Internal Combustion</i>	<i>B. Electric</i>
22	CHEVROLET		
23	CHRYSLER		

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24	DODGE		
25	FORD		
26	GMC		
27	HONDA		
28	HYUNDAI		
29	JEEP		No Bid
30	KIA		
31	MINITUBISHI		
32	NISSAN		
33	TOYOTA		

New Sport Utility Vehicles ("SUV"): GVWR 4,500 lb. - 8,600 lb.

Line No.	Manufacturer	+ / - \$ Differential On Dealer Invoice	+ / - \$ Differential On Dealer Invoice
		A. Internal Combustion	B. Electric
34	CHEVROLET		
35	CHRYSLER		
36	DODGE		
37	FORD		No Bid
38	GMC		
39	NISSAN		
40	TOYOTA		

Sport Utility Vehicles ("SUV"): GVWR 8,601 - 10,000 lb. GVWR

Line No.	Manufacturer	+ / - \$ Differential On Dealer Invoice	+ / - \$ Differential On Dealer Invoice
		A. Internal Combustion	B. Electric
41	CHEVROLET		
42	CHRYSLER		
43	DODGE		
44	FORD		
45	GMC		No Bid
46	HONDA		
47	JEEP		
48	NISSAN		
49	TOYOTA		

New Pickup Trucks with Payload Capacity 1,600 lb. and less

Line No.	Manufacturer	+ / - \$ Differential On Dealer Invoice	+ / - \$ Differential On Dealer Invoice
		A. Internal Combustion	B. Electric
50	CHEVROLET		

51	DODGE RAM		
52	FORD		
53	GMC		
54	HONDA		
55	JEEP		No Bid
56	NISSAN		
57	RIVIAN		
58	TOYOTA		

New Pickup Trucks with Payload Capacity 1,601 lb. and greater

Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	
		A. Internal Combustion	B. Electric
59	CHEVROLET		
60	FORD		
61	GMC		
62	HONDA		
63	JEEP		No Bid
64	NISSAN		
65	RAM		
66	CANOO		
67	TOYOTA		

New Vans, Minivans, Passenger and/or Cargo, Full Size, Chassis Cabs and Cutaways Below Class 3

Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	
		A. Internal Combustion	B. Electric
68	CHEVROLET		
69	CHRYSLER		
70	FORD		
71	GMC		
72	HONDA		No Bid
73	NISSAN		
74	RAM		
75	TOYOTA		
76	CANOO		
77	VOLKSWAGEN		

New Chassis Cabs, Cutaways and Stripped Chassis, Class 3: 10,001 - 14,000 lb. GVWR, Class 4: 14,001 - 16,000 lb. GVWR, Class 5: 16,001 - 19,500 lb. GVWR

Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	
		A. Internal Combustion	B. Electric

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		<i>A. Internal Combustion</i>	<i>B. Electric</i>
78	CHEVROLET		
79	FORD		
80	GMC		
81	FREIGHTLINER		
82	HINO	2,500.00	
83	INTERNATIONAL	2,500.00	
84	ISUZU	+2,500.00	
85	KENWORTH		
86	MACK		
	MITSUBISHI		
87	FUSO		
88	PETERBILT		
89	RAM		
90	UD TRUCKS		
91	VOLVO		
92	WESTERN STAR		
93	WORKHORSE		
94	BOLLINGER MOTORS		

New Chassis Cabs, Cutaways and Tractors; Class 6: 19,501 - 26,000 lb. GVWR, Class 7: 26,001 - 33,000 lb. GVWR

Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice	
		<i>A. Internal Combustion</i>	<i>B. Electric</i>
94-95	CHEVROLET		
95-96	FORD		
96-97	GMC		
97-98	FREIGHTLINER		
98-99	HINO	2,500.00	
99-100	INTERNATIONAL	2,500.00	
100	ISUZU	+2,500.00	
101			
101	KENWORTH		
102			
102	MACK		
103			
103	MITSUBISHI		
104	FUSO		
104			
104	PETERBILT		
105			
105	UD TRUCKS		
106			

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106 107	VOLVO		
107 108	WESTERN STAR		
109	BOLLINGER MOTORS		
New Chassis Cabs, Cutaways and Tractors; Class 8: 33,001 lb. GVWR and up			
Line No.	Manufacturer	+/- \$ Differential On Dealer Invoice <i>A. Internal Combustion</i>	+/- \$ Differential On Dealer Invoice <i>B. Electric</i>
108 110	FREIGHTLINER		
109 111	HINO	52,500.00	
110 112	INTERNATIONAL	52,500.00	
111 113	KENWORTH		
112 114	MACK		
113 115	PETERBILT		
114 116	VOLVO		
115 117	WESTERN STAR		
118	BOLLINGER MOTORS		

USED VEHICLES:

Used Sedans and Crossover Utility Vehicles ("CUV"): Curb Weight 3,700 lb. and greater	
Line No.	+/- \$ Differential On Black Book <i>No Bid</i>
118	
Used Sport Utility Vehicles ("SUV"): GVWR 4,500 lb. - 8,600 lb.	
Line No.	+/- \$ Differential On Black Book <i>No Bid</i>
119	

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Used Sport Utility Vehicles ("SUV"): GVWR 8,601 - 10,000 lb. GVWR	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
120	
Used Pickup Trucks with Payload Capacity 1,600 lb. and less	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
121	
Used Pickup Trucks with Payload Capacity 1,601 lb. and greater	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
122	
Used Vans, Minivans, Passenger and/or Cargo, Full Size, Chassis Cabs and Cutaways Below Class 3	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
123	
Used Chassis Cabs, Cutaways and Stripped Chassis, Class 3: 10,001 - 14,000 lb. GVWR, Class 4: 14,001 - 16,000 lb. GVWR, Class 5: 16,001 - 19,500 lb. GVWR	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
124	
Used Chassis Cabs, Cutaways and Tractors; Class 6: 19,501 - 26,000 lb. GVWR, Class 7: 26,001 - 33,000 lb. GVWR	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
125	
Used Chassis Cabs, Cutaways and Tractors; Class 8: 33,001 lb. GVWR and up	
Line No.	+ / - \$ Differential On Black Book <i>No Bid</i>
126	

DELIVERY TIME PERIOD

The County requests delivery of vehicles to be made according to the schedule below, where "Days" is the number of days net of federal holidays and Sundays, with Day 1 being the next day after the purchase order date or release date against a blanket purchase order. The Bidder may propose a delivery time period other than the delivery time period requested by the County. Bids that indicate a delivery time period exceeding the "Requested" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery time period only if it offers delivery in less time than the requested delivery time period. If Bidder does not indicate a delivery time period, then the Bidder is required to accept the County's requested delivery time period and it will apply to the award.

By accepting a contract award, the Bidder acknowledges that the "Requested" delivery time period, or Bidder's proposed delivery time period only if it offers delivery in the same or less time than the County's requested delivery time period, becomes the Established Delivery Schedule for the contract term.

A. For a vehicle in dealer inventory that is ready for operation (includes dealer exchanges):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 through 77</u>	<u>8 Days</u>	<u>Days</u>

B. For a vehicle in dealer inventory that is complete, (includes dealer exchanges) but must have aftermarket equipment installed (such as tonneau cover, toolbox, bed cap, bed slide, running boards, strobe lights, light bars, etc.) to comply with the quote:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 through 77</u>	<u>35 Days</u>	<u>Days</u>

C. For factory ordered vehicle that is complete:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 through 77</u>	<u>300 Days</u>	<u>Days</u>

D. For a factory ordered vehicle that is complete but must have aftermarket equipment installed (such as tonneau cover, toolbox, bed cap, bed slide, running boards, strobe lights, light bars, etc.) to comply with the quote:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 through 77</u>	<u>335 Days</u>	<u>Days</u>

E. For an incomplete vehicle that is sourced from an OEM bailment pool for equipment upfit/modification/alteration by intermediate and/or final stage manufacturer(s):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>78 through 115</u>	<u>150 Days</u>	<u>Days</u>

F. For an incomplete vehicle that is factory ordered and subsequently upfit/modified/alterd with equipment by intermediate and/or final stage manufacturer(s):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>78 through 115</u>	<u>420 Days</u>	<u>Days</u>

G. For a vehicle in dealer inventory that is ready for operation (includes dealer exchanges):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>116 through 126</u>	<u>8 Days</u>	<u>Days</u>

**MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT**

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

(Numbers 1-7, 27, 28 and 29 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond or Irrevocable Letter of Credit), must accompany each Bid and be duly executed by the Bidder as a principal, and made payable to Montgomery County. See the Bid Cover Sheet for the amount required for the Bid Guarantee for this particular bid. A copy of the Bid Guarantee must be submitted electronically, in PDF format, with your Bid. Prior to award, the successful Bidder(s) must present an original copy of the Bid Bond or Irrevocable Letter of Credit to the Office of Procurement, 27 Courthouse Square, Suite 330, Rockville, MD 20850. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

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

3. METHOD OF AWARD

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

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

The percentage price preference for this solicitation is stated on the Bid Cover Sheet of this particular bid.

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

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

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

4. OPTIONAL PRE-BID CONFERENCE(S)

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

5. OR EQUAL INTERPRETATION

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

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

6. QUESTIONS

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

7. SAMPLES

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

8. ACCEPTANCE TIME

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

9. ALTERNATE OFFERS

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

10. AWARD OR REJECTION OF BID

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

11. BID PREPARATION EXPENSES

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

12. BID PROTESTS

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

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

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

13. BID WITHDRAWAL/MODIFICATION

Vendor can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-835-4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

14. BIDDER'S PAYMENT TERMS

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

15. BIDS

Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty no later than the due date and time as indicated on Page A and Page E. Bidders must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835-4603, Option 2.

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

<https://www.montgomerycounty.md.gov/PRO/solicitations/proposed-awardees.html>

16. ERRORS IN BIDS

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

17. JOINT PROCUREMENT (Optional Use of the Contract)

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

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

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the

above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each entity above will be solely responsible for and contract directly with the bidder under the entity's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

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

19. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

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

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

21. PROMPT PAYMENT DISCOUNT TERMS

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

22. PROPRIETARY & CONFIDENTIAL INFORMATION

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

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

23. PUBLIC POSTING

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

a public list located in the Office of Procurement, 27 Courthouse Square, Suite 330, Rockville, Maryland 20850.

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

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

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

24. QUALIFICATION OF BIDDERS

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

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

25. SOLICITATION AMENDMENTS

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of Bids. **UNLESS A WAIVER IS GRANTED, BIDDERS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:**

- by acknowledging receipt of the amendment on the Solicitation Bid and Award sheet submitted.
- by a signed statement that the amendment is acknowledged which indicates the solicitation and amendment numbers, and is submitted with the bid or prior to the bid due date and time.

A waiver may be granted by the Director, Office of Procurement, if it is deemed to be in the County's best interest. No waiver may be granted, however, until the bidder states in writing that the bidder will be bound by any substantive changes made by the amendment to the terms of the solicitation. If a bidder desires to change a bid that has already been submitted, the bidder can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-

835- 4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

26. VERBAL EXPLANATIONS

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

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

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

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

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

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

29. LOCAL BUSINESS PREFERENCE (LBP)

Only a Bidder who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive a 10 percent price preference with a ceiling of \$200,000, in accordance with Executive Regulations 13-20. Also, refer to: <https://www.montgomerycountymd.gov/pro/dbrc/LBPP.html>.

30. TIE BIDS

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

(Section A: Items 1 - 30, Revision Date 07/2022)

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 contractor'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. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann. Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann. Election Law, §14-104(c)(2).

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

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).

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

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

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

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

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service

Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification

extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

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

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

	Up To <u>50</u>	Up To <u>100</u>	Up To <u>1,000</u>	Over <u>1,000</u>
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 for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attach.
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attach.

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Suite 330
Rockville, Maryland 20850

*Professional services contracts only

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

	Up To <u>50</u>	Up To <u>100</u>	Up To <u>1,000</u>	Over <u>1,000</u>
Commercial General	300	500	1,000	See

Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability

Attach.

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Suite 330
Rockville, Maryland 20850

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, late fees, or shipping fees that are not provided for in the contract. 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 07/2022

THIS PMMD-45 MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

1. ADD OR DELETE

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

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

2. ANNUAL PRICE ADJUSTMENT

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

- ♦ Approval or rejection by the Director, Office of Procurement or designee.
- ♦ Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request

is based on its net increase in costs in delivering the goods/services to the County under the contract terms.

- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved. Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ◆ Must be executed by written contract amendment.

3. CATALOG DISCOUNT PRICES

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

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

4. CATALOGS/PRICE LIST REQUIREMENTS

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

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

5. CERTIFICATE OF ORIGIN

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

6. CLEANING OF SITE

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

7. CONTRACT ADMINISTRATOR

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

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

The designated Contract Administrator for the Department of General Services, Division of Fleet Management Services is Ahron Berney, Ahron.Berney@montgomerycountymd.gov. The Contract Administrator for

any other department will be listed on the Purchase Order or the Contract Amendment.

8. CONTRACT TERM

- A. The term of the contract is for One (1) years from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for Two (2) additional one-year periods.
- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

9. CONTRACT VALUE

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

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

10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Office of Procurement or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to affect repair/replacement as required. This provision will be used only during a declared Federal, State of Maryland, and/or local Maryland jurisdiction emergency or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

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

12. CORRECTION OF WORK BEFORE FINAL PAYMENT

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

13. DAMAGE/SHORTAGE

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

14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within ten (10) working days prior to award of the Contract, if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any

time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

15. DELAYS AND EXTENSION OF TIME

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

16. DELIVERY INSTRUCTIONS

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

17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

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

18. EQUIPMENT PREPARATION

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

19. ESTIMATES

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

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

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

20. FAILURE TO PERFORM/DELIVER

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

21. HEAVY DUTY

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

22. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be emailed to the Contract Administrator listed above and included with the delivery of the vehicle as well.

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 blank purchase order(s) to the contractor(s). If blank purchase order(s) is/are issued, written individual releases against such blank 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. The County will not pay gross receipts or heavy equipment taxes.

30. NEW MATERIALS

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

31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the Quotation Sheet(s). The County reserves the right to purchase additional units within the date shown by the bidder on the Quotation Sheet(s), or within six (6) months of the date that the initial award is made, whichever is later. The

Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

32. ORDERING TERMS

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

33. PARTS/SERVICE

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

34. PAYMENTS

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

35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond or Irrevocable Letter of Credit prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

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

36. (This provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES

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

38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

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

39. PURCHASE ORDERS/JOB RELEASES

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

40. QUANTITIES

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

41. SAFETY STANDARDS

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

42. SERVICE

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

43. SITE INSPECTION

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

44. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

45. WARRANTY

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

46. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination from the OEM to the Contractor. Ship-through fees, drop-ship fees, and transportation costs that are necessary and reasonable for delivery of an upfit, modified, or altered vehicle with installed equipment that is not OEM factory equipment is allowed and must be line-item detailed on the vehicle quote. Transportation costs incurred by the Contractor to correct deficiencies during the Acceptance process are the responsibility of the Contractor.

47. MODEL YEAR BUILD-OUT

If the manufacturer ceases production due to commodity shortages or reaches model year "build out" after the issuance of a Purchase Order, the County may either agree to accept the subsequent model year production version of the same vehicle, provided that the vehicle being offered is substantially of the same dimensions, performance, fuel system, mechanical features, and safety features, or cancel the Purchase Order. If the County chooses to accept and Contractor agrees to deliver vehicle(s) of the subsequent model year manufacturer production, the price of the vehicle as stated on the Purchase Order must not be changed. If the OEM will not honor pricing from one

model year to the next, the Purchase Order may be cancelled with no further obligation of the Contractor.

48. NEW MODELS

Introduction of new vehicle models not yet in commercial production by the OEM at contract inception must be subject to all terms, conditions, specifications, and pricing for the contract term in which new vehicle model is introduced.

49. FACTORY ORDER PRICE PROTECTION

When making a vehicle purchase, it is the intent of the County that factory orders shall have "price protection", not to increase, from date of Purchase Order(s) to time of satisfactory vehicle delivery to the County. The "date of Purchase Order" is the date on which the Purchase Order is signed by the Office of Procurement. "Price protection" however, must not compromise the ability for the actual purchase price to be reduced, up to and including the date of delivery, because of any new or existing manufacturer/distributor programs being adjusted / enhanced / introduced. County is under no obligation to change a purchase order for an OEM increase that has occurred while PO is outstanding. Price deductions must be itemized on all quotes. All quotes are subject to audit by the Contract Administrator or designee.

50. MANUALS – OPERATOR & SERVICE – and 24/7 SERVICE CONTACTS

Unless specifically waived by the Contract Administrator or designee, Contractor must furnish an Operator manual for the vehicle and any/all equipment installations or modifications made by intermediate manufacturers, final stage manufacturers, or modifier/alterers. A service manual, including wiring schematics and plumbing schematics, must be furnished for any/all equipment installations or modifications made by intermediate manufacturers, final stage manufacturers, or modifier/alterers. 24-HOUR/ 7-DAY contact information for a service person capable of troubleshooting, AND an escalation contact person for equipment installations or modifications made by intermediate manufacturers, final stage manufacturers, or modifier/alterers must be provided. Contractor is responsible for best efforts to minimize the frequency and/or periods of interrupted service due to non-availability of service, and is responsible for best efforts in aiding County to secure technician training if requested. A vehicle is not eligible for Acceptance by the County until this documentation is delivered in good order.

Manuals may be paper, sourced on the World Wide Web with links and passwords provided by Contractor, or on a portable electronic device, such as a "thumb drive."

51. INSTALLATION QUALITY

Unless otherwise specified by the Contract Administrator at the time of request for a vehicle quote, materials and workmanship of installed non-OEM factory equipment, as well as the materials and workmanship used in the installation itself, must be consistent with the intended purpose which includes a lifetime of severe use. Installation procedures must favor long-term durability. Acceptable installation materials and workmanship are those considered by the industry to be best practice for severe use. The County reserves the right to examine equipment installations at any time during the contract term. The County reserves the right to require the Contractor to rectify a failure of any part of an installation to meet industry best practice for severe use, including but not limited to replacing defective and/or sub-standard item(s) with new item(s) meeting industry engineering and/or performance standards, at no cost to the County.

52. MANUALS – PARTS FOR INSTALLED EQUIPMENT AND/OR MODIFICATIONS

For equipment installed by intermediate manufacturers, final stage manufacturers, and/or modifier/alterers, Contractor must supply: parts manuals(s) according to the suppliers' common method of access, location and 24/7 contact information for source from which parts may be obtained, and list of recommended parts for stocking. In addition to a list of recommended parts for stocking, disclosure of instances of chronic or intermittent non-availability of parts that have caused, or are likely to cause, periods of interrupted service due to the non-availability of parts, must be provided. A vehicle is not eligible for Acceptance by the County until this documentation is delivered in good order.

53. WARRANTY

Contractor must provide a detailed listing of items that will be covered under provisions of warranty for vehicle and all installed and/or modified equipment. This must include Warranty Certificates that include all limitations, exclusions, and qualifications. Data on warranty registration materials must be filled out by the Contractor with the exception of the in-service date, which will be completed by the County when the vehicle is placed in service. The full time period of coverage stated on each warranty certificate must begin when the vehicle is placed into service, and not before. A vehicle is not eligible for Acceptance by the County until this documentation is delivered in good order.

54. SELLING PRICE OF A VEHICLE

When the County requires a vehicle, the Contractor may be contacted for a vehicle quote. More than one Contractor may be contacted to quote a vehicle. Being asked for a quote is no guarantee that the County will make a purchase. A vehicle may be factory ordered, sourced from a bailment pool, or sourced from Contractor's inventory. A quote is considered complete when it includes the following:

- a Description of the vehicle as equipped, including optional equipment.
- b Dealer stock number and Vehicle Identification Number ("VIN"), if available.
- c Manufacturer Suggested Retail Price.
- d Dealer Invoice amount which is inclusive of manufacturer-to-dealer transportation costs and OEM advertising cost appropriation.
- e Dollar differential equal to the amount of the awarded Bid.
- f Line-item deductions for government price concession and any applicable local, regional or national discounts and/or incentives for which the County qualifies.
- g For in-stock vehicles, dealer-added items that are not OEM factory and have not been ordered by the County will either have the price reduced to show only the dealer's cost of materials and labor with a credit being shown on the quote, removed by the Contractor if removal will not cause damage to the vehicle with a credit being shown on the quote, or Contractor may elect to leave dealer-added items on the vehicle but show a credit for the full price of the added items on the quote. (Examples: window tinting, wheel locks, pin striping, glass etching, mud flaps, cargo net, etc.)

For vehicles that have uplift equipment, modifications or alterations:

- h. Description of equipment installed by Subcontractor(s), and price the Contractor must pay the Subcontractor(s) for the work.
- i. Description of modifications made by a Subcontractor(s), and price the Contractor must pay the Subcontractor(s) for the work.
- j. Transportation costs between Subcontractors if there are multiple Subcontractors, and cost for transporting from final Subcontractor to the Contractor when all uplifting and/or modifications are complete.

55. FAILURE TO PERFORM/DELIVER

In the event a Contractor fails to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required vehicle, and to charge as damages the difference between the established price and the actual price incurred by the County for the vehicle purchased on the open market. Additionally, the County reserves the right to collect reimbursement from the Contractor for the rental cost of a temporary vehicle to perform the work of the vehicle that Contractor failed to timely deliver. Period of rental shall not exceed the period of time beginning thirty days after the established delivery time to thirty days after delivery of the vehicle purchased on the open market.

56. SUBCONTRACTOR PRICING

Pricing supplied to the Contractor by an intermediate manufacturer(s), final-stage manufacturer, modifier/alterer, and/or any other subcontractor is the maximum price for the services provided that may be included in the Contractor quote to the County for the completed vehicle. Subcontractor pricing must not include any markup above what is quoted to the Contractor. The County, in its sole discretion and as a result of its own investigation and

research, may request that Contractor review pricing that is deemed unreasonable and/or unfair. County reserves the right to question, negotiate, accept, or reject a Contractor quote for which the subcontractor pricing is questionable and, if Contractor and County are unable to affect a satisfactory solution, County may seek an alternative source for provision of the vehicle and hold the Contractor harmless. Should any delays arise due to the availability of the subcontractor or parts utilized by the subcontractor, the County reserves the right to procure the vehicle in a two (2) step process, issuing one Purchase Order for the chassis and a second, follow-up Purchase Order for the upfitting. The need for this two-step process will be identified and exercised by the County, in agreement with the primary Contractor.

57. PRIMARY / SECONDARY AWARDS

The County reserves the right to make multiple (primary, secondary) awards based on the most advantageous and secondary most advantageous price for all Contractors receiving awards. Primary contract award may be made to the responsive and responsible bidder with the most advantageous bid to the County. Secondary contract award may be made to the responsive and responsible bidder for the next most advantageous bid.

The County may pursue a purchase request with a Secondary Awardee when:

- Primary Awardee is unable to perform per the terms, conditions, specifications and pricing herein.
- Primary Awardee is unable to meet the established delivery time. At the County's sole discretion, it may accept a delivery time period longer than the established delivery time on a case-by-case basis, due to unusual circumstances.
- Primary Awardee is unwilling or unable to cure delinquencies in the Acceptance process (Section C.61) as of the 91st calendar day of initial physical delivery of a unit deemed to be complete and ready for service by Contractor.
- County has an urgent and immediate need and must source a vehicle from Contractor's in-stock inventory for a rapid response, but Primary Awardee, even after compromise on minor specifications, cannot meet the County's needs. County expects this would be a rare occurrence unless Contractor's inventory is routinely limited. Primary Awardee must be given the opportunity to provide the specified vehicle. The County, in its sole discretion, may compromise on vehicle specifications to make it possible for Primary Awardee to supply an in-stock vehicle for an immediate need.

Secondary awardees agree that they may or may not receive purchase orders from the contract, which will depend on the performance of the primary awardee. However, all secondary awardees for an entire contract period must honor the contract with the County as a backup with all terms, conditions, specifications and contract pricing remaining in full force and effect.

58. AUTHORIZED DEALER

Bidder, by offering quotation(s) herein, certifies that they are a current authorized dealer in good standing for OEM(s) bid on the Quotation Sheet. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the County at any time during the contract term. Should the Contractor lose dealer status at any time during the contract period for any contracted items, the County must be notified within fifteen (15) working days. Loss of dealer status for the OEM does not absolve Contractor from responsibilities related to service and parts terms and conditions relative to equipment installed by intermediate manufacturers, final stage manufacturers, and/or modifier/alters.

59. TRAINING – OPERATOR

Upon request, the Contractor must provide for basic operator training covering hands-on operation of installed equipment and/or modified equipment for the purpose of ensuring that the equipment can be used for its intended purpose. Training must be scheduled with the Contract Administrator or designee and can occur at any time during the contract term. If more advanced training is required, either at a County site or at a Contractor location other than a County site, training fees must not exceed those charged to the equipment provider's best customer.

60. MARYLAND TRADER'S LICENSE & SDAT CERTIFICATE OF GOOD STANDING

The Contractor must provide, within ten (10) calendar days after notification of intent to award, proof of a Maryland Trader's License issued by the Maryland State License Bureau. A Certificate of Good Standing from the Maryland Department of Assessments & Taxation, referred to as the SDAT Certificate of Status, accessible at <http://www.dat.state.md.us> is acceptable proof. The SDAT Certificate of Status must be current, having been issued not more than one year prior to notification of intent to award. The legal requirement for the trader's license can be found in the Business Regulation Article of the Annotated Code of Maryland, Section 17-1804. All bidders, domestic (Maryland) or foreign (non-Maryland) must be registered and qualify with the Maryland Department of Assessments & Taxation, per the Field Enforcement Division of the Office of the Comptroller, State of Maryland.

61. ACCEPTANCE

Acceptance will be the date on which all of the following have satisfactorily occurred at the determination of the Contract Administrator or designee:

- Vehicle, four (4) sets of keys FOR ALL Class 3 and under, and all installed equipment and/or modifications/alterations meet the specifications of the Contractor quote, and;
- Delivery of operator manual(s) and service manual(s), wiring and plumbing schematics, and service troubleshooting and service escalation contacts for installed equipment/modifications/alterations (Section C.50), and;
- Delivery of parts manuals for installed equipment and/or modifications, location and 24/7 contact information of all subcontractors for parts, list of recommended stock parts, and disclosure of parts that are frequently unavailable (Section C.52), and;
- Delivery of warranty certificates and warranty registration materials, properly filled out (Section C.53), and;
- Vehicle is complete, functional for its intended purpose, undamaged, and ready for operation, and;
- Copy of Contractor Pre-Delivery Inspection ("PDI") documentation must be delivered with the vehicle. PDI documentation must include the Vehicle Identification Number ("VIN"), proof that all operational equipment has been tested and, if not working, has been fixed; list of each OEM recall and remedy, and signature with date of the dealership employee who performed the PDI.
- Incomplete Vehicle Document ("IVD") or incomplete vehicle manual accompanies delivery [refer to 49 CFR 5689a)(7)(i), (ii) and (iii)] if applicable and unless waived by the Contract Administrator due to retention of the IVD by a final-stage manufacturer, and the incomplete vehicle label is affixed, if vehicle is a chassis cab, in accordance with 49 CFR 567.5(a) by the incomplete vehicle manufacturer, and;
- If vehicle is a chassis cab and an intermediate manufacturer (a person, other than the incomplete vehicle manufacturer or the final-stage manufacturer, who performs manufacturing operations on an incomplete vehicle) has performed intermediate manufacturing, the intermediate certification label must be affixed in accordance with 49 CFR 568.5(a) and (b), and;
- If vehicle is a chassis cab, the final-stage manufacturer (a person who performs such manufacturing operations on an incomplete vehicle that it becomes a completed vehicle) must have affixed a final-stage certification label in accordance with 49 CFR 568.6, and;
- A true and correct invoice has been delivered and the dollar amount matches the Purchase Order, and on which the Contractor name matches the Contractor name on the Purchase Order, and;
- Delivery of properly assigned Certificate of Origin.

Payment term is Net 30 from Acceptance and receipt of a true and correct invoice.

62. ASSIGNMENT OF TITLE

Certificate of Origin and Title Application must be assigned as follows:
Montgomery County, Maryland
16700 Crabbs Branch Way
Derwood, MD 20855

Web-links for Documents and Forms:

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/PRO/vendor-resources/faq.html>)
3. MD-SDAT (<https://dat.maryland.gov/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Wage Requirements Law, Independent Contractor Certification (<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-193.pdf>)
5. **Attachment A:** Minority Business Program & Offeror's Representation (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)
6. **Attachment B:** 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)
7. **Attachment C:** 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)
8. **Attachment D:** Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
9. **Attachment E:** Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. **Attachment F:** Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf)
11. **Attachment G:** Prevailing Wage Local Hiring Report: (<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf>)
12. **Attachment H:** Prevailing Wage Law Local Hiring Attestation (<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf>)

Appendix to Section B

MANDATORY MINIMUM INSURANCE REQUIREMENTS – *Purchase of new and used vehicles on an as-needed basis for multiple end-user departments in the County, to include: light, medium, and heavy-duty vehicles that are sedans, crossover utility vehicles (“CUV”), sport utility vehicles (“SUV”), pickup trucks in all weight classes, vans (minivans, passenger and cargo) in all weight classes and including chassis cabs and cutaways, non-van chassis cabs and cutaways in all weight classes, stripped chassis in classes 3-4-5, and low cab forward designs in weight classes 6-7-8. Unless superseded by a separate IFB, Public Safety vehicles are expected to be purchased on the contracts resulting from this IFB. All fuel type motive power/emissions systems are included.*

Prior to the execution of the contract by the County, the proposed awardee/contractor 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 with the County’s being non-contributory.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000), per occurrence and three million dollars (\$3,000,000) 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

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

Workers’ Compensation/Employer’s Liability

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

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

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

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. 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.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Dept. of General Services/Ahron Berney
16700 Crabbs Branch Way
Derwood, MD 20855

63. TAX EXEMPTION

Montgomery County, Maryland is exempt from the State of Maryland Retail Sales Tax, and Federal Excise Tax. The County's EIN number is 52-6000980.

64. SELF-INSURANCE

Montgomery County has been granted approval as a self-insurer in the State of Maryland having submitted satisfactory evidence of qualifications commensurate with the provisions as set forth in Section 17-103, Transportation Article, Annotated Code of Maryland and COMAR 11.18.02. Certificate Number S0054, effective February 1, 2024, and expiring January 31, 2025. Contractor may request updated certificate after February 1, 2025.

65. VENDOR REGISTRATION

Contractor must maintain up-to-date vendor registration with the County. Within ten (10) working days after notification of intent to award, new vendors must register and existing vendors must ensure that registration is current. The NIGP Class(es) must be current. Contractor business name must match name on W-9, address must be current, and Contractor contact name must be the individual responsible for administration of the Contract. The Inter-Agency Central Vendor Registration System at www.mcipc.net must be used for this purpose. Failure to maintain up-to-date registration may result in the County's inability to issue purchase order(s) to Contractor, and may cause delays in payment.

5. Vehicles Included on This Solicitation

A. Vehicles that are Original and Complete from OEM

OEM vehicles must be "Original" and complete (not incomplete) as defined in Section 30102 of Chapter 301 – Motor Vehicle Safety of the United States Code (49 U.S.C. 30101-169), formerly known as the National Traffic and Motor Vehicle Safety Act of 1966 as amended, where a manufacturer is "a person – (A) manufacturing or assembling motor vehicles or motor vehicle equipment; or (B) importing motor vehicles or motor vehicle equipment for resale" and further defined in Section 30102(b)(1)(C): original equipment is "motor vehicle equipment (including a tire) installed in or on a motor vehicle at the time of delivery to the first purchaser."

B. Vehicles that are Original and were Incomplete from OEM and Completed by Intermediate and/or Final Stage Manufacturer(s) or; Vehicles that are Original and Complete from OEM but Modified and/or Altered

This includes vehicles that were incomplete when they left the OEM factory and have been completed by a final stage manufacturer, and/or vehicles that were considered complete when they left the OEM factory but have been altered and affixed with an altered vehicle certification label in accordance with 49 CFR 568.8. During this process, as the vehicle is being completed by one or more intermediate manufacturers, a final stage manufacturer, and/or a vehicle alterer, the new vehicle dealership is the Contractor, having been awarded a Contract as a responsive and responsible Bidder, despite the fact that the Contractor may not have been in physical possession of the vehicle from the time the vehicle left the OEM assembly plant with an Incomplete Vehicle Document or incomplete vehicle manual as required by 49 CFR 568.4. The County is purchasing the vehicle as if having been obtained directly from the OEM by the Contractor, and the Contractor is selling a complete vehicle to the County, which is considered the ultimate purchaser, as a new vehicle.

Vehicles may be upfit with equipment such that an electric motor replaces an internal combustion engine for all or part of the work of the equipment. Examples include, but are not limited to:

- a. Vehicles with altered drive systems that are converted by an OEM approved converter and all OEM warranty provisions are unaffected. Converters include BAE Systems, Eaton Hybrid Drive Systems, Lightning Hybrids, XL Hybrids, DesignLine International, Odyne/DUECO, Parker Hannifin Corp., Quantum Technologies, Ballard Power Systems, Enova Systems, Hydrogenics, UTC Power, ZeroTruck, etc.
- b. Vehicles with installed equipment such that an electric motor replaces an internal combustion engine for all or part of the work, such as: refuse trucks, roll-offs, street sweepers, bucket trucks, etc.

6. Vehicles Not Included on This Solicitation

Non-road vehicles, defined by 42 U.S.C. 7550 as vehicles powered by a non-road engine and not a motor vehicle or a vehicle used solely for competition, are not included on this IFB. School buses and heavy-duty transit buses are not included on this IFB, although shuttle buses not for use as school buses are included. Low-speed vehicles ("LSV's"), defined by the Maryland Motor Vehicle Administration as four-wheeled motor vehicles with a maximum speed capability that exceeds 20 miles per hour but less than 25 miles per hour, are not included on this IFB. Micro-cars are not included in this IFB.

7. Used Vehicles

Prices will be quoted as a +/- of the current (at the time of purchase) National Auto Research Black Book Official Used Car Market Guide, Maryland Edition (weekly) and the National Auto Research Black Book Official Truck, Van, & SUV Guide, semi monthly, east central edition adjusted for mileage and options. Classification of vehicle as clean, extra clean, average, or rough shall be determined at the time of purchase. A mutual agreement on classification will be made between the County and the Contractor. Any vehicle displayed on the Contractor's used car lot and available to the general public must be made available to the County at the agreed upon differential in this Contract. This shall include certified pre-owned (CPO) vehicles, if applicable to the awarded Contractor. The County may select a vehicle from those available on the lot or advise the Contractor that it requires a specific type of vehicle so the Contractor can attempt to acquire it for the resale to the County.

----- END OF SCOPE OF WORK -----

SECTION D – SPECIFICATIONS/SCOPE OF WORK1. Intent

It is the intent of this Invitation for Bid to contract for the purchase of new and used vehicles on an as-needed basis for multiple end-user departments in the County, to include: light, medium, and heavy-duty vehicles that are sedans, crossover utility vehicles (“CUV”), sport utility vehicles (“SUV”), pickup trucks in all weight classes, vans (minivans, passenger and cargo) in all weight classes and including chassis cabs and cutaways, non-van chassis cabs and cutaways in all weight classes, stripped chasses in classes 3-4-5, and low cab forward designs in weight classes 6-7-8. Unless superseded by a separate IFB, Public Safety vehicles are expected to be purchased on the contracts resulting from this IFB. All fuel type motive power/emissions systems are included.

2. Source of Motive Power

Motive power may come from spark-ignition, pressure-ignition of a fuel compatible with the engine/emissions system, or by electricity as follows:

- A. Traditional Automotive Fuel – Vehicle has only an internal combustion engine in which fuel is burned for motive power. Fuels include gasoline, diesel, biodiesel, renewable diesel, CNG, renewable CNG and propane.
- B. Electric – Vehicle is propelled solely by electric motor(s) that has/have batteries for the storage of energy. Vehicle has a corded plug for charging when idle, or;
- C. Hybrid Electric – Vehicle is powered by both an internal combustion engine which burns a fossil fuel or fossil fuel derivative and electric motor(s) for propulsion. The vehicle may or may not have a shoreline corded plug, or;
- D. Fuel Cell – An electric vehicle in which an onboard fuel cell uses hydrogen to generate electricity through a chemical reaction, or;
- E. Hybrid Fuel Cell - A mix of an internal combustion engine and an onboard fuel cell that uses hydrogen to generate electricity through a chemical reaction.

3. Estimated Vehicle Purchases

Vehicles that are acquired may replace existing units that are end-of-life, accident totaled, or retired due to extraordinary repair expense, approved additions to the fleet, or approved upgrades to existing equipment. It is a County priority, subject to approved funding, to acquire vehicles that use electric transportation technology or those that use alternative fuels when commercially available and when it is economically viable according to a vehicle’s duty cycle.

The County anticipates the purchase of approximately 700 vehicles over the life of the Contract, including term extensions totaling three years. This includes Public Safety vehicles. Purchases are dependent on fiscal funding and other policies, procedures, and directives. The County makes no assurances of any quantity of vehicles purchased from any Contractor, and it is possible that a Contractor may not ever receive a purchase order on a vehicle for which an award has been made.

4. Bidder Status as OEM Seller of New Vehicles

A Bidder must be a dealership in good standing for the OEM vehicle that is being Bid and must be physically located in a California emissions state. A manufacturer that performs manufacturing operations on an incomplete vehicle, or a modifier that alters a complete vehicle that was complete when it left the OEM, is not eligible to Bid and would be considered a subcontractor.

A Bidder must be the owner of the vehicle it sells and, as such, hold the Manufacturer’s Certificate of Origin. A vehicle sold by Bidder is one that is owned by a new vehicle dealership and was obtained directly from the OEM, acquired unsold, by dealer exchange, from another new vehicle dealership, or comes under the domain of Maryland HB235 as follows:

HB 235: VEHICLE LAWS – MANUFACTURERS AND DISTRIBUTORS – SALE OF ELECTRIC OR NONFOSSIL–FUEL BURNING VEHICLES Authorizing a manufacturer or distributor to be licensed as a vehicle dealer if the manufacturer or distributor deals only in electric or non-fossil fuel burning vehicles, no dealer in the State holds a franchise from the manufacturer or distributor, and the manufacturer or distributor does not have a specified relationship with another manufacturer or distributor licensed as a dealer under the Act; requiring the Motor Vehicle Administration to adopt regulations to implement the Act; etc. EFFECTIVE OCTOBER 1, 2015.



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #2
IFB #1162630
March 28, 2025

PAGE 1 of 1 FOR THE PROCURMENT OF: Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb.

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 information is provided in response to questions posed via email:

- Q: If a bidder has multiple dealerships wishing to submit bids, but does not want to create an individual account for each dealership, is there a way to do that through BidNet?
- A: In the BidNet Bid Submission Folder, the bidder can create a folder for each dealership. Each folder represents a bid and must therefore have its own Award Sheet (Page E), and other required submissions. Files and document names must be clearly labeled to identify which dealership they are with. Documents not clearly connected with a specific dealership will not be considered, and the bid will be deemed non-responsive. Furthermore, multiple dealerships under common ownership may not submit bids for the same Line Item.

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 NOT BEEN EXTENDED**.

ISSUEDBY: *R. Shetty* for
Avinash G. Shetty, Director
Office of Procurement

NAME OF BIDDER: *K Neal International Trucks, Inc.*
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN PROPOSAL: *William C Caterham COO*
(Type or print)

BIDDER'S SIGNATURE: *William C Caterham* DATE: *04/01/2025*

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #1
IFB #1162630
March 26, 2025

PAGE 1 of 9 FOR THE PROCUREMENT OF: Off-the-Lot New Vehicles and Equipment; All GVWRs 2,900 lb. - 33,000+ lb.

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 information is provided in response to the Optional Pre-Bid Conference held virtually on Microsoft TEAMS on March 12, 2025:

A Attendance List

NAME	BUSINESS	CONTACT
Benjamin Comer	Office of Procurement	Benjamin.comer@montgomerycountymd.gov
Jose Alfaro	Office of Procurement	Jose.alfaro@montgomerycountymd.gov
Alvin Boss	Office of Procurement	alvin.boss@montgomerycountymd.gov
Michael Brown	Office of Procurement	michael.brown@montgomerycountymd.gov
Suzanne Kapust	Department of General Services	Suzanne.kapust@montgomerycountymd.gov
Ahron Berney	Department of General Services	Ahron.Berney@montgomerycountymd.gov
LaRonda Stepherson	Department of General Services	LaRonda.Stepherson@montgomerycountymd.gov
Karla Castrodes	Department of General Services	Karla.Castrodes@montgomerycountymd.gov
Scott Silverman	Criswell Auto	ssilverman@criswellauto.com
Scott Parker	Potomac Truck Center	scott.parker@potomactruckcenter.com
Kyle Waters	K Neal International	kwaters@knealtbc.com
Mike W	KWSCO	N/A
Eric Coady	Pohanka Commercial	N/A
Bob Tibbs	Lindsay Ford	Bob.Tibbs@lindsayford.com
Clarence Hutchinson	N/A	N/A
Barry Benesch	K Neal International	N/A
William Caterham	K Neal International	N/A

Office of Procurement

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Change 1:

Replace Page E with Revised Page E-1

- Revise language to ensure compliance with Maryland State and Federal Motor Vehicle Laws.
- Added language bolded and italicized; removed language struck-through.

Change 2:

Replace Pages E-3 through E-8 with Revised Pages E-3 through E-8.

- Added new column for Electric vehicles.
- Award will remain by line item, with each line item and column having its own award; i.e. 1A, 1B, 2A, 2B, etc
- Added language italicized.

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 NOT BEEN EXTENDED.**

ISSUEDBY:

Robert Novick for
Avinash G. Shetty, Director
Office of Procurement

NAME OF BIDDER:

K. Neal International Trucks Inc.
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN PROPOSAL:

William C Caterham COO
(Type or print)

BIDDER'S SIGNATURE:

William C Caterham DATE: 04/01/2005