



REQUEST FOR QUOTE  
#1140033  
for  
Paint Truck Winterization

1/27/2022

**SUBMISSION DEADLINE: February 2, 2022 at 5:00 PM**

The Montgomery County, Department of Transportation is soliciting bids for Paint Truck Winterization. Bids must be returned not later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call the Department of Transportation, Division of Traffic Engineering and Operations to see if an extension may be granted. If a bidder is not interested in submitting a bid at this time, the bidder should sign the Quotation Sheet, write/type "NO BID" on it, and return it to the Department of Transportation, Division of Traffic Engineering and Operations.

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

You may **e-mail your bid to [Dan.Sanayi@montgomerycountymd.gov](mailto:Dan.Sanayi@montgomerycountymd.gov)** provided that the County receives the original bid within five (5) days after receipt of the e-mailed copy.

Should you have questions regarding the specifications, please call Dan Sanayi at (240) 777-2131.

**SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES**

**INTENT**

The intent of this Informal Solicitation is to solicit bids for the procurement of Paint Truck Winterization for Montgomery County, Maryland as per the terms, conditions, scope of services, and Quotation Sheet contained herein.

**BID SUBMISSION**

Bids must be submitted via e-mail (original bid is due within 5 days after the receipt of the e-mail copy) no later than 5:00 P.M. EST, February 2, 2022 to:

Dan Sanayi  
Department of Transportation  
Division of Traffic Engineering and Operations  
100 Edison Park Drive, 4<sup>th</sup> Floor  
Gaithersburg, MD 20878  
Fax (240) 777-2080  
[Dan.Sanayi@montgomerycountymd.gov](mailto:Dan.Sanayi@montgomerycountymd.gov)

Proposals submitted electronically after 5:00PM EST, February 2, 2022 will not be considered.

**VERBAL EXPLANATIONS**

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Solicitation will not be 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 Informal 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. Such amendments only, when issued by the Contract Administrator will be considered as being binding on the County.

**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.

**AWARD OR REJECTION OF BID**

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interest of the County. Conditional or qualified bids are subject to rejection. 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.

**BIDDER'S PAYMENT TERMS**

The County will reject as non-responsive a bid under this Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

**METHOD OF AWARD**

This Informal Solicitation will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Department of General Services. The lowest bid will be determined by the lowest unit price submitted.

**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.

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

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

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

**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.

**QUALIFICATION OF BIDDERS**

Bidders may be required to furnish satisfactory evidence that they are qualified, i.e., have the ability, capacity, facility, and skills necessary to perform the services outlined herein, and are regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

### 5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### 6. CONTRACT ADMINISTRATION

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- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
  - (2) give direction to the contractor to ensure satisfactory and complete performance;
  - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
  - (5) accept or reject the contractor's performance;
  - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
  - (7) prepare required reports;
  - (8) approve or reject invoices for payment;
  - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

### 8. DISPUTES

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

### 9. DOCUMENTS, MATERIALS, AND DATA

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

### 10. DURATION OF OBLIGATION

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

### 11. ENTIRE AGREEMENT

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

### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

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

### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material

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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.

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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)

|  | <u>Up to 50</u>   | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over<br/>1,000</u> |
|--|-------------------|------------------|--------------------|-----------------------|
| Workers Compensation (for contractors with employees)  |                   |                  |                    |                       |
| Bodily Injury by   |                   |                  |                    |                       |
| Accident (each)  | 100               | 100              | 100                | See<br>Attachment     |
| 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<br>Attachment | 500              | 1,000              | See                   |
| Minimum Automobile Liability (including owned, hired and non owned automobiles)  |                   |                  |                    |                       |
| Bodily Injury  |                   |                  |                    |                       |
| each person  | 100               | 250              | 500                | See<br>Attachment     |
| 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<br>Attachment     |

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

\*Professional services contracts only

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

|   | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>1,000</u>   |
|---|-----------------|------------------|--------------------|----------------|
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability | 300             | 500              | 1,000              | See Attachment |

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

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### 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

### 23. INFORMATION SECURITY

#### A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

#### B. Payment Card Industry Compliance:

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

### 24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

### 25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

### 26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

### 27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

### 28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

### 29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement,

## Informal #1140033

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.

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

### **SECTION III – SPECIAL TERMS AND CONDITIONS**

#### **GENERAL CONDITIONS**

The General Conditions of Contract Between County & Contractor (Section II) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed on page 16.

#### **MONTGOMERY COUNTY PROCUREMENT REGULATIONS**

The Montgomery County Procurement Regulations are applicable to this Informal Solicitation and any contract awarded pursuant to this Informal Solicitation.

#### **COMPENSATION**

The County will pay the Contractor in accordance with the unit price on the Quotation Sheet.

#### **CONTRACT TERM**

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins upon the County delivery of the vehicle to be serviced and ends after a 60-day period.

#### **CONTRACT ADMINISTRATOR**

The Contract Administrator shall be responsible for inspecting all items delivered and authorizing payment upon acceptance.

The designated Contract Administrator is: Dan Sanayi  
Department of Transportation  
Division of Traffic Engineering and Operations  
100 Edison Park Drive, 4<sup>th</sup> Floor  
Gaithersburg, MD 20878  
(240) 777-2131

#### **PRICES**

Prices are net, inclusive of all charges for and all other charges necessary for performance of work as outlined herein. Prices are to be less Federal, State, and Local taxes.

#### **METHOD OF ORDERING**

It is the intention of the County to issue written purchase orders to the contractor. 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.

#### **NEW MATERIAL**

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.

#### **DELAYS AND EXTENSION OF TIME**

If the contractor is delayed at any time in the delivering of the items by any act or neglect of any separate contractor employed by the County, or by any changes ordered in the items, 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.

**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 (purchase order), or any other contract (purchase order) 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.

**CORRECTION OF WORK AFTER FINAL PAYMENT**

The Contractor shall remedy any defects due to faulty material. The County shall give notice of observed defects with reasonable promptness.

**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.

**RECYCLED MATERIALS AND PRODUCTS**

It is the intention of Montgomery County to maximize the use of recycled materials and products. **Contractors are therefore requested to use, to all extent possible, recycled products in the performance of their services to the County, i.e., invoices, reports, packaging, pallets, etc.**

**INVOICES**

All true and corrected invoices are to be sent to:

Dan Sanayi  
Department of Transportation  
Division of Traffic Engineering and Operations  
100 Edison Park Drive, 4<sup>th</sup> Floor  
Gaithersburg, MD 20878

**SECTION IV – SCOPE OF WORK**

Winterize County's paint truck, performing the following:

1. Flush solvent through the paint system from pump through paint tanks to guns and clean as necessary;
2. Scrape clean paint tanks and lids, replace gaskets on paint tank lids.
3. Remove paint plumbing, inspect and reinstall.
4. Clean all screens in the paint filters and manifolds.
5. Replace all paint hoses from manifold to the guns for clear flow.
6. Disassemble two (2) high-pressure paint fill pumps, inspect, clean, and rebuild.
7. Check regulators and gauges for proper operation.
8. Rebuild 5 paint and 4 bead guns, p/n 14-09754.
9. Rebuild 2 Wilden paint pumps.
10. Remove end of heat exchangers, clean heat exchangers and replace ends with new gaskets, check furnace and adjust for clean burn, replace fuel nozzle and fuel filter.
11. Test all systems for leaks and proper operation.
12. Check regulators and gauges for proper operation.
13. Inspect the bead lines and bead tank to ensure free flow, and also remove the top of the bead tank and change the internal filter.
14. Any additional repairs that may be determined necessary during inspection. For this item, payment for labor shall be determined based on bibber's hourly rate specified on the Quotation Sheet, and payment for parts shall be equivalent of actual cost plus 10% markup.

**QUOTATION SHEET**

**Price bid for pay item 1 shall cover all parts and labor necessary for the completion of items 1 – 13 as described in Section IV – Scope of Work**

1. Paint Truck Winterization (One Vehicle) at a lump sum cost of \$\_\_\_\_\_

2. Truck delivery/pick up expenses (Salaries + Fuel) = 11(X\*) – 1400 \$\_\_\_\_\_

\* X is one way distance from MC sign shop to vendor’s facility in miles.

Delivery/pick up will be performed by County employees.

3. Optional Services\*\* (assume 10 hours x labor rate of \$\_\_\_\_\_/hour) \$\_\_\_\_\_

\*\* Labor & parts (if any) must be authorized by the county in advance

Parts shall be vendor cost plus 10% markup

**Total Aggregate Bid Amount** (sum of items 1-3 above) \$\_\_\_\_\_

\*\*\*\*\*

**REQUIRED DELIVERY SCHEDULE**

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the “Required” delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder’s proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

**DELIVERY SCHEDULE**

(number of calendar days after County delivers vehicle to Contractor’s facility (must be within a 500-mile radius))

DELIVERY REQUIRED BY COUNTY

60 Days

BIDDER’S PROPOSED DELIVERY

\_\_\_\_\_

Contract person to handle any problems with delivery, etc.:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address:

|                               |  |   |
|-------------------------------|--|---|
| <b>RFQ#</b><br><b>1140033</b> | <b>MONTGOMERY COUNTY, MARYLAND</b><br><b>Paint Truck Winterization</b> | <b>RETURN BID TO:</b><br><a href="mailto:Dan.Sanayi@montgomerycountymd.gov">Dan.Sanayi@montgomerycountymd.gov</a><br><b>or Fax (240) 777-2080</b> |
|-------------------------------|--|---|

**PART I: SOLICITATION**

THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF ANY AWARD: 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 shown in this Solicitation.
2. The "Instructions, Conditions, and Notices" shown in Section I of this solicitation.
3. The Special Terms and Conditions.
4. The Scope of Work shown in this Request For Quotation.
5. All solicitation amendments.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet.

**PART II-BID**

|  |   |
|--|---|
| <p>In compliance with the above, the undersigned agrees, if this bid is accepted to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the delivery schedule.</p> <p><b>CHECK APPROPRIATE PAYMENT PROVISION:</b><br/>                 Discount for prompt payment _____% -30 calendar days.<br/>                 Other: _____% _____ calendar days, Net ____ calendar days</p> | <p><b>NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS</b></p> <p>The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following:<br/>                 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 and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.</p> |
|--|---|

|                       |                       |
|-----------------------|-----------------------|
| <b>BIDDER'S NAME:</b> | <b>TELEPHONE NO.:</b> |
| <b>ADDRESS:</b>       | <b>FAX NO.:</b>       |

IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE, STATE ADDRESS ON A CONTINUATION SHEET.

|   |       |
|---|-------|
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN Bid<br>(TYPE OR PRINT): |       |
| SIGNATURE:  | DATE: |

**PART III: AWARD (TO BE MADE ON THIS FORM AND COMPLETED BY THE OFFICE OF PROCUREMENT)**

YOUR BID IS ACCEPTED AS TO THE ITEMS LISTED ON THE QUOTATION SHEET.

MONTGOMERY COUNTY, MARYLAND

BY \_\_\_\_\_  
 PRINTED NAME OF CONTRACTING OFFICER      SIGNATURE OF CONTRACTING OFFICER      AWARD DATE

***Paint Truck Winterization*** - County employees drive to drop off and return

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.

Commercial General Liability

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Garage Keepers Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor’s commercial general, automobile insurance, and contractor’s excess/umbrella insurance if used to satisfy the Contractor’s minimum insurance requirements under this contract, for liability arising out of contractor’s products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor’s obligation to provide the minimum insurance coverage specified.

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  
 Traffic Engineering & Ops / Dan Sanayi  
 100 Edison Park Drive  
 Rockville, Maryland 20878