



INFORMAL MINI SOLICITATION
#1171434
First Aide: Automatic Defibrillator Equipment, Inspection,
Maintenance, Parts, Repair, and Accessories

ISSUE DATE: August 6, 2024
SUBMISSION DEADLINE: August 14, 2024, at
5:00 PM

The Montgomery County Department of General Services, Division of Fleet Management Services (DFMS) is soliciting proposals for First Aide: Automatic Defibrillator Equipment, Inspection, Maintenance, Parts, Repair, and Accessories. Proposals must be submitted no later than the date and time listed above. If an offeror is interested in submitting a proposal but cannot make the submission deadline, the offeror must call/email the Department of General Services, Division of Fleet Management Services at Del.Spurrier@montgomerycountymd.gov to see if an extension may be granted.

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

Submit proposals to **Del Spurrier**, at Del.Spurrier@montgomerycountymd.gov.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact **Del Spurrier, Program Manager**, at Del.Spurrier@montgomerycountymd.gov.

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LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

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

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

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

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

Solicitation # 1171434

Informal Solicitation #1171434
First Aide: Automatic Defibrillator Equipment, Inspection,
Maintenance, Parts, Repair, and Accessories

SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

Solicitation # 1171434 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extensions will be in the form of a solicitation amendment with the reissuance of the informal solicitation.

If you have any questions, please contact Del Spurrier at Del.Spurrier@montgomerycountymd.gov.

Montgomery County, Maryland
ACKNOWLEDGMENT PAGE

ACKNOWLEDGMENT

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

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

Business Firm's Legal Name (printed): _____	
Printed Name, Title and E-Mail of Person Authorized to Sign Proposal: _____	
Signature: _____	Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

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

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

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

Amendment Number	Date

SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT

The Intent of this Informal Solicitation is to solicit proposals for the procurement of Physio-Control LIFEPAK CR2 Automated External Defibrillator First Aide (AED) Equipment and Service identical to existing/upgraded models; AED Inspection, Maintenance, Parts, Repair, Accessories by Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. PROPOSAL SUBMISSION

Proposals must be submitted no later than August 14, 2024, 5:00 pm EST, to:
Del.Spurrier@montgomerycountymd.gov

Proposals submitted after August 14, 2024, 5:00 pm EST, will not be considered.

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this Informal Solicitation will not be binding on the County. Any information given to an offeror, in response to a request, will be furnished to all offerors as Solicitation Amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

4. AWARD OR REJECTION OF OFFERS

The County reserves the right to accept or reject any or all offers, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified proposals are subject to rejection. The County reserves the right to reject the offer of an offeror who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to the "highest ranked offeror(s)".

6. 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").

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

8. NAME AND SIGNATURE REQUIREMENTS FOR Proposals AND CONTRACTS

The correct and full legal business name of the entity involved must be used on proposals 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 "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 proposals will be accepted unless submitted in ink or typewritten. Changes made to the prices prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

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

10. OFFERORS PAYMENT TERMS

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

11. QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a proposal, 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.

12. PROPOSAL PREPARATION EXPENSES

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

SECTION B. GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. 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 awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee,

may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

- a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- b) a prohibition against kickbacks. Section 11B-51(b).
- c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).

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

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

13. GUARANTEE

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

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

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

TABLE A. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See 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	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles) Bodily Injury				
each person	100	250	500	See 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 Attachment
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
27 Courthouse Square, Suite 330,				
Rockville, MD 20850				
*Professional services contracts only				

TABLE B. 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 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
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 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.

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

Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) 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 in Attachment B.

2. COMPENSATION

The County will pay the Contractor in accordance with the pricing submitted on the Fee Schedule in Attachment A of this solicitation.

3. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

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

4. CONTRACT TERM

The term of the contract is for one (1) year 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 additional one-year periods. The contract will automatically terminate once \$99,999 has been spent.

5. 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:

- A. Approval or rejection by the Director, Office of Procurement or designee.
- B. **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.
- C. Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- D. 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.** The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- E. Should be effective sixty (60) days from the date of receipt of the contractor's request.
- F. Must be executed by written contract amendment.

6. ETHICS

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

A contract providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- b) *Assist another part in the matter or another person if the person has a direct and substantial interest in the matter; or*
- c) *Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.*

7. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

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

personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.

- I. The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.
- J. All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- K. The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- L. The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

8. INVOICES

All true and correct invoices and all inquiries regarding payment are to be sent to:

Division of Fleet Management Services
Accounts Payable – 2nd Floor
16700 Crabbs Branch Way
Rockville, Maryland 20855
PH (240) 777-5740
Attention: Del Spurrier, Program Manager
Del.Spurrier@montgomerycountymd.gov

Failure to promptly comply with this requirement must delay payment.

9. 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.

10. 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.

SECTION D. SCOPE OF SERVICES

1. BACKGROUND

The Montgomery County Department of General Services, Division of Fleet Management (DFMS) currently has five (5) Physio-Control LIFEPAK CR2 Automated External Defibrillator First Aide equipment (AED) located at four (4) County-owned/leased facilities identified below, with the possibility of additional sites added in the future. The County personnel utilize First Aide equipment in these buildings to provide medical emergency intervention to staff and visitors in need.

DFMS might need to acquire additional Physio-Control LIFEPAK CR2 AED Equipment identical to existing/upgraded models as required. The contractor should have the capability of providing and installing new AEDs as requested in the County facilities.

DFMS requires a contractor to perform the manufacturer recommended Inspections, Maintenance, Parts, Accessories, and repair/replace it (as needed).

2. SCOPE OF SERVICES

The County intends to award one (1) Contract as a result of this Informal Solicitation to the contractor who is technically proficient in Automated External Defibrillator First Aid equipment:

- to perform manufacturer recommended inspection, maintenance, parts, accessories repair or replace AEDs with existing/upgraded models.
- provide and install new Physio-Control LIFEPAK CR2 AED Equipment identical to existing/upgraded models as directed in the County facilities.

The purpose of this Informal Solicitation is to solicit bids for the aforesaid goods and services as per the terms, conditions, scope of services, and Fee Schedule Contained herein.

The County reserves the right to re-issue this solicitation at a later date for additional goods and services as long as the aggregate amount of the resultant contract does not exceed the informal solicitation threshold established in the County's Procurement Regulations.

DFMS will be the authorized user of the Contract resulting from this Solicitation (the "Contract"). The Contractor is not to perform any work under the Contract for any other County agency.

A. CURRENT LOCATIONS – With Physio-Control LIFEPAK CR2 AED Equipment - Purchased November 2023

- i) Automotive Equipment Shop (AES)
1287 Seven Locks Road, Building A, Rockville MD 20854
AED Serial# 49004598
- ii) Equipment Maintenance and Transit Operation Center (EMTOC)
16700 Crabbs Branch Way, Building 1, Derwood MD 20855
AED Serial# 49001998
AED Serial# 49028715
- iii) Brookville Maintenance Facility (BMF)
8710 Brookville Road, Building D, Silver Spring MD 20910
AED Serial# 49043845
- iv) Small Transit Shop (STS)
4941 Nicholson Court Kensington MD 20895
AED Serial# 49029699

B. SERVICES

It is the expectation of the County that the Contractor must provide superior customer service and timely manufacturer recommended inspection, maintenance, parts and repair services to correct deficiencies for the Automated External Defibrillator First Aide equipment to be in-service status, provide and install new AEDs as needed.

i) Equipment

Physio- Control LIFEPAK CR2 AED Unit - LPCR2 Semiautomatic, WIFI, English, BagLPCR2 Semi-automatic, WIFI, English. To include: Pre-connected 4-year electrodes, battery, carry case, operating instructions, USB cable, Basic LIFELINK central AED program manager.

ii) AED Program Management Plan

Includes: AED Tracking, Automated Notifications (monthly AED check reminders), Free replacement of AED supplies, Medical Direction and State registration assistance, general telephone technical support, AED Servicing, Emergency response template, AED Implementation Plan, Free On-Call on-Site services, Temporary loaner AED provided as needed, AED cabinet battery maintenance and upkeep.

iii) AED Software Update as needed.

The Contractor must be able to provide upgrades, maintenance, and support, not limited to but including periodic updates, resolving software glitches, defects and errors, future enhancements, and version upgrades.

iv) Supplies:

- a) Replacement Electrode Kit – QUIKSTEP pacing/ECG electrodes - 4-year Replacement Electrode Kit – QUIK- STEP pacing / ECG.
- b) Replacement Battery Kit - Lithium battery
- c) Ready Kit to include: (1) Razor, (1) Scissors, (1) facemask, (2) Nitrile Glove, (2) Gauze Pad, (1) alcohol prep pad.
- d) AED Check Tags
- e) AED Decals

v) Accessories

- a) Wall Cabinet / with Alarm
- b) Wall Bracket
- c) Replacement Cabinet Spare Keys

C. The Contractor will provide preventive maintenance and repair upon request for each unit listed as manufacturer maintenance protocol.

D. The Contractor will identify any deficiencies found and will provide the County with a written quote for repairs as per the service rates established in this solicitation.

E. 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. The representatives or their designees who are authorized to place orders for parts deliveries are:

Representative:

Del Spurrier, Program Manager

Designees:

Kenney Lowe, Facility Coordinator, kenney.lowe@montgomerycountymd.gov
Frank Grzymala, Facility Superintendent, frank.grzymala@montgomerycountymd.gov

Shann Fanwar, Facility Superintendent, frank.grzymala@montgomerycountymd.gov
Philip Martin, Facility Superintendent, phillip.martin@montgomerycountymd.gov
James Lindsey, Facility Superintendent, james.lindsey@montgomerycountymd.gov
Leslie Warner, Facility Superintendent, leslie.warner@montgomerycountymd.gov

DELIVERY LOCATIONS

Brookville Maintenance Facility (BMF)
8710 Brookville Road, Building D
Silver Spring MD 20910
Attn: Del Spurrier, 240-777-5740

Equipment Management and Transit Operations Center (EMTOC)
16700 Crabbs Branch Way
Rockville, Maryland 20855
Attn: Del Spurrier, 240-777-5740

Small Transit Shop (STS)
4941 Nicholson Court
Kensington MD 20895
Attn: Del Spurrier, 240-777-5740

Automotive Equipment Shop (AES)
1287 Seven Locks Road, Building A
Rockville MD 20854
Attn: Del Spurrier, 240-777-5740

3. **REPORTS**

The Contractor will provide maintenance and inspection report for the First Aid equipment outlined in this solicitation. The Contractor will adhere an inspection sticker/tag to all units that pass the inspection/service, indicating the inspection date and the next service date.

4. The County may ADD or DELETE AED equipment and/or location, and maintenance and service under this contract. The County may change the contract requirements relative to the number of tasks required and frequency of tasks required. The County may effect such changes unilaterally and without incurring any liability for the change. The pricing for new AED equipment identical to the existing model must be in accordance with the pricing submitted in the Fee Schedule in Attachment A of this solicitation.

It will be the responsibility of the Contractor to notify the County when an item is discontinued by the manufacturer and becomes unavailable. The replacement upgraded model being offered by the Contractor must be approved by the County. The replacement model must be of equal or greater quality and offering the same or more features than the discontinued model. Also, in the event the County wishes to add upgraded model of AED equipment to any of the locations identified above/new locations, the pricing of the upgraded model must be in accordance with the Fee Schedule in Attachment A of this solicitation or fair market price compared to the existing model. The price for any added upgraded equipment is subject to and contingent on final approval and acceptance by the County. If an agreement relating to the pricing for the additional upgraded equipment cannot be reached between the County and the Contractor, the County reserves the right to seek an alternative service source. Upon the County approving a Contractor's proposed price for the additional upgraded equipment, an amendment will be processed to replace the existing AED equipment model with the upgraded version in the contract.

The Contractor is obliged to offer the pricing submitted on the Fee Schedule in Attachment A of this

solicitation for manufacturer recommended inspection cycle, maintenance and parts for existing/upgraded and additional AED equipment.

5. The Contractor's employees assigned to provide services under this solicitation must be able to communicate fluently in English.
6. The prices quoted to the County for the performance of goods and services under this Contract are inclusive of all costs; that is, but not limited to, direct labor, supervision, general and administrative overhead, supplies, taxes, insurance, transportation, profit and the cost of equipment that is normal and customary.
7. The Contractor must provide all management, supervision, labor, materials, tools, parts, supplies, equipment, reporting and transportation necessary to perform all goods and services as described in this solicitation at all times.
8. The Contractor must assign a Representative that will coordinate the work with the County's Contract Administrator or its designee. The Contractor will provide a phone number and email address for contacting its representative.
9. The Contractor must require its workers to comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the County.
10. The Contractor must respond to all service calls within 48 hours of notification.
11. All service, repairs, provision and installation of new AED Equipment must be requested by Contract Administrator.
12. The Contractor must provide an itemized quote on all necessary repairs, accessories, parts, and new AED Equipment. Approval must be granted before any repairs are performed and/or new AED Equipment provided and installed by Contractor.
13. Standard hours for the provision of services are Monday through Friday from 7:00 am to 4:00 pm.
14. The method of ordering will be via written Purchase Orders. It is the intention of the County to issue either individual purchase orders or blanket purchase order(s) to the Contractor. Blanket purchase orders will be established to allow for anticipated annual expenditures. The individuals authorized by the County to place orders for the County will make each release against such blanket purchase orders on an as-needed basis. Dollar amounts shown on the blanket purchase orders do not guarantee purchases of any specific quantity or for any total dollar amount. Issuance of all purchase orders is 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.

Orders may be placed by authorized County representative(s) via electronic mail, and telephone for the requirements of this Contract, based on the Purchase Order.

15. Individual order quantities will be fixed, however, additional charges will not be accepted for minimum order amounts and must not be charged by the Contractor.
16. This Contract is a "requirements" type contract only. The County does not guarantee the purchases of any specific quantity per order, yearly quantity or total dollar amount. In addition, all purchases are contingent upon the appropriation and encumbrance of funding.
17. The Contractor guarantees that the goods and services furnished during the Contract period are free from defects in quality. Any good and/or service delivery found deficient or imperfect by the County must be removed and replaced, or in the case of performance of service, be re-performed by the Contractor without charge to the County.
18. The Contractor must take all necessary precautions during the period of service delivery to protect existing County facilities from damage by Contractor's employees, subcontractors, or subcontractor's employees. The Contractor must repair or replace, at their own expense, any damaged property caused by the Contractor's employees, subcontractor, or subcontractor's employees.
19. Unless this Contract Administrator approves 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.

20. CLEANING OF SITE

The Contractor must, 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, tools, equipment, machinery, and surplus materials must be removed from the job site without charge to the County. All building surfaces and work areas are to be left free of garbage and debris.

21. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor must remedy any defects due to faulty material or workmanship and pay for any damage to other equipment or property 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 equipment, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

22. CONTRACTOR'S QUALIFICATIONS

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

- a. Demonstrated minimum of Five (5) years' experience with new AED Equipment, inspection, maintenance, repair Service and parts of AED Equipment.
- b. Contractor to be able to procure all related and necessary parts to accurately and proficiently repair Automated External Defibrillator First Aide equipment (AED).
- c. Demonstrated scheduling flexibility and experience working in a demanding fleet operational environment.
- d. Demonstrated experience with effective communication, flexible and productive team; with identification and resolution of problems; with working independently to plan and execute assignments; and with organization, prioritization, and accomplishment of assignments on schedule.

23. INFORMATION SECURITY

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

SECTION E. METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- A. Upon receipt of proposals, the Department of General Services, Division of Fleet Management Services Subject Matter Experts (SME) will review and evaluate all proposals in accordance with the evaluation criteria listed below. The SME will also review for responsibility.
- B. Vendor interviews will not be conducted.
- C. The SME will make its award recommendation of the highest ranked offeror based on the written score and its responsibility determination.
- D. After the successful conclusion of negotiations, the using department will forward the contract to the Director, Office of Procurement to execute the awarded contract.

2. EVALUATION CRITERIA

Written Evaluation Criteria

Written Evaluation Criteria	<u>MAX POINTS</u>
1. Evidence and review of references provided attesting to the quality, timeliness of the offeror's work of similar nature and to the scope required by the County.	<u>100 Points</u>
2. Fee Schedule: Group I -New First Aide: Automatic Defibrillator Equipment ("AED") ; Repair, Maintenance Service, Parts and Inspection (Attachment A)	<u>100 Points</u>

3. Fee Schedule: Group II-Labor Rate (Attachment A)

TOTAL

100 Points

300 Points

SECTION F. SUBMISSIONS

- A. Offerors must submit their proposal in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the Evaluation Committee to evaluate the offeror's capabilities and experience. Proposals must include the following information:
1. A cover letter with a brief description of the business entity, including the offeror's name, address, telephone number, and email address.
 2. The completed Acknowledgement Page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
 3. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. (Attachment C)
 4. The offeror must submit the appropriate Wage Requirements Law forms (PMMD-177, see #3 below Web-links).
 5. Minority, Female, Disabled Persons Subcontractor Performance Plan (PMMD-65, see #2 below Web-links).
 6. Offeror must include with their proposal a description of offeror's knowledge and working experience in relation to the Scope of Work described in this informal. Offeror must provide details of providing First Aide: Automatic Defibrillator Equipment ("AED"), and AED Inspection, Maintenance, Parts, Repair, Accessories.
 7. Fee Schedule (Attachment A)

WEB-LINKS FOR DOCUMENTS AND FORMS:

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

**ATTACHMENT A,
FEE SCHEDULE**

**First Aide: Automatic Defibrillator Equipment, Inspection,
Maintenance, Parts, Repair, and Accessories**

Award(s) will be based on the Evaluation Criteria, Section E.2.

Offerors must bid each item in Group I and II in order to be eligible for award. Failure to bid each item in Group I and II may result in your bid to be declared non-responsive and rejected.

The County does not guarantee that any or all the goods/services listed in this solicitation may be ordered.

Prices offered shall include the cost of all required materials and operations necessary to provide, deliver and install the equipment and supplies listed below. Model numbers below indicate the current item numbers at the time of issuing this solicitation.

*Prices are net, inclusive of all charges for transportation, FOB Destination, Inside Delivery, Freight Prepaid and Allowed, and all other charges necessary for performance under the Contract. Prices are less Federal, State and Local taxes.

Group I – New AED Equipment; Repair, Maintenance Service, Parts and Inspection					
Item	Description	Unit Price		Annual Estimated Quantity	Extended Price
1	Unit Cost - Physio-Control LIFEPAK CR2 AED (NEW)	\$ _____ Unit Cost	X	<u>As needed</u>	\$ _____
2	Program Maintenance Management - To Include: AED Tracking, Automated Notifications (monthly AED check reminders), Free replacement of AED supplies, Medical Direction and State registration assistance, general telephone technical support, AED Annual Servicing, Emergency response template, AED Implementation Plan, Free On-Call On-Site services, Temporary loaner AED Provided as needed, AED cabinet battery maintenance and upkeep.	\$ _____ / Unit Cost		<u>Number of AEDs X Annually</u>	\$ _____
3	Equipment Service Repair	\$ _____ / Unit Cost	X	<u>As needed</u>	\$ _____
4	Replacement Electrode Kit – QUIKSTEP pacing/ECG electrodes - Replacement Electrode Kit - QUIK-STEP pacing / ECG.	\$ _____ / Unit Cost		<u>As needed</u>	\$ _____
5	Replacement Battery Kit - Lithium battery	\$ _____ Unit Cost		<u>As needed</u>	\$ _____

Group I – Continued					
Item	Description	Unit Price		Annual Estimated Quantity	Extended Price
6	Ready Kit to include: (1) Razor, (1) Scissors, (1) facemask, (2) Nitrile Glove, (2) Gauze Pad, (1) alcohol prep pad.	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
7	Wall Cabinet / with Alarm	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
8	Wall Bracket	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
9	Replacement Cabinet Spare Keys	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
10	AED Check Tags	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
11	AED Decals	\$ _____ Unit Cost		<u>As needed</u>	\$ _____
Aggregate Amount of the Extended Price Set Forth Above (Items 1 to 11). Offerors must bid each item 1-11 in order to be eligible for award. Failure to bid each item 1-11 may result in your bid to be declared non-responsive and rejected.					\$ _____

GROUP II - LABOR RATE FOR ON-SITE REPAIRS

On-site repair will be performed at the County locations identified in the Informal Solicitation.

Please Note: 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.

Labor Rate per Hour for On-Site Repairs: \$ _____ per hour.

Labor Rate per Half Hour for On-Site Repairs: \$ _____ per half hour.

Additional expenses other than straight time to repair the AED equipment (i.e., fuel surcharge, travel time, meals, lodging, etc.) will not be compensated by the County.

Additional expenditures (fuel surcharge, freight, overhead, shop supplies, EPA compliance, bid insurance requirements, travel time, etc.) must be included in the Labor Rates bid.

REQUIRED WARRANTY PERIOD

The County requires the warranty period for the goods and/or service and/or parts to be one hundred twenty calendar days from County’s acceptance of the goods and/or service and/or parts. The County will evaluate equally, regarding time of warranty, bids that propose warranty for service and/or parts within the required warranty period specified below. **Bids that indicate a warranty period less than the “Required” Warranty Period specified will be declared non-responsive and rejected.** The County may elect to award under the Bidder’s Proposed Warranty Period, only if it offers a warranty in the same or greater time than the required Warranty Period. If the Bidder does not indicate its own Warranty Period, then the Bidder shall accept the required Warranty Period and it will apply to the award.

<u>ITEM NO.</u>	<u>WARRANTY PERIOD REQUIRED BY COUNTY</u>	<u>BIDDER’S PROPOSED WARRANTY PERIOD</u>
ALL	120 Calendar Days	_____ Calendar Days

REQUIRED DELIVERY SCHEDULE (for parts delivered to the County)

The County requires delivery of the goods and/or services and/or parts 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 and/or services and/or parts 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 hours after receipt of a purchase order or release against a blanket purchase order, i.e., facsimile, email, or telephone order.)

<u>ITEM NO.</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER’S PROPOSED DELIVERY</u>
ALL	48 Hours	_____ Hours

ATTACHMENT B

MANDATORY INSURANCE REQUIREMENTS-Perform manufacturer recommended inspection, maintenance, parts, accessories repair or replace AEDs with existing/upgraded models; provide and install new Physio-Control LIFEPAK CR2 AED Equipment identical to existing/upgraded models

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 **two million dollars (\$2,000,000)**, 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

Business Automobile Liability

A minimum limit of liability of **one million 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

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**

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, business auto liability** 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
Department of General Services \ Gulshan Babra
101 Monroe Street, 9th Floor
Rockville, MD 20850

**ATTACHMENT C,
REFERENCES**

(must submit at least three)

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

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____