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## **INVITATION FOR BIDS**

*Via eProcurement System*

### **IFB NO. 2022-49 HEAVY EQUIPMENT PARTS AND SERVICE**

**OPENING: MAY 25, 2022 AT 11:00 A.M.**

**BUYER: Shelley J. Liby, CPPB**  
**PHONE: 410-313-6379 ▪ EMAIL: [sjliby@howardcountymd.gov](mailto:sjliby@howardcountymd.gov)**

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## **HOWARD COUNTY, MARYLAND**

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### **OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



**SPECIFICATIONS**

1 SCOPE: Howard County, Maryland, (the “County”), seeks a qualified firm(s) (the “Contractor”), to furnish original equipment manufacturer parts, service, and on call maintenance of County owned heavy equipment including but not limited to ambulances, fire trucks, police command vehicles, step vans, loaders, backhoes, excavators and buses as detailed on the line items tab in the eProcurement system.

2 INQUIRIES AND ADDENDA:

2.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be submitted in the eProcurement system by the date and time specified.

2.2 Addenda to solicitations often occur prior to the bid opening, sometimes within a few hours of the opening. It is the potential Contractor’s responsibility to visit the Office of Procurement and Contract Administration eProcurement website to obtain Addenda. Addenda, when issued, must be acknowledged in the eProcurement system.

3 CONTRACTOR’S QUALIFICATIONS:

3.1 Contractors must be engaged in heavy equipment maintenance and repair and must have been actively engaged in heavy equipment maintenance and repair, for a period of no less than three (3) years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three (3) years of demonstrated experience of reliability and meets the criteria set forth herein.

3.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.

3.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor’s businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

4 BACKGROUND CHECKS AND INVESTIGATIONS:

4.1 If a Contractor’s employees are on-site in County buildings working without a County escort, each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.

4.2 The Contractor shall assume the cost to have background checks completed for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and in-depth background checks referred to as “investigations”. The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.

4.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be completed prior to assignment of a building.

- 4.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
  - 4.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
  - 4.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.
- 5 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about July 1, 2022 with a renewal option for five (5) additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 COOPERATIVE PURCHASE:
- 6.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
  - 6.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 7 PRICE ADJUSTMENT:
- 7.1 Prices offered shall be firm against any increase for one (1) year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the Issuing Office in advance of any requested price changes.
  - 7.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
  - 7.3 The County may entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. (*For purposes of this section, “Consumer Price Index” shall be the Mid-Atlantic Consumer Price Index-All Urban Consumers (CPI-U), Baltimore-Columbia-Towson, MD, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.*) All written requests shall be issued to the Office of Procurement and Contract Administration and such requests shall include detailed justification for the price adjustment as well as all countermeasures developed by the Contractor to offset cost increases. The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
  - 7.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County’s best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County’s sole discretion.

- 8 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
  
- 9 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
  - 9.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured.
  - 9.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
  - 9.3 Business Auto Policy: Business Auto Coverage, limit not less than \$1,000,000 per occurrence.
  - 9.4 Garage keepers Legal Liability Coverage – Direct Primary at \$1,000,000 per occurrence.
  - 9.5 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
  - 9.6 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
  - 9.7 The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
  - 9.8 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
  - 9.9 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
  - 9.10 Failure to comply with this requirement at any time during the.
  
- 10 METHOD OF AWARD:
  - 10.1 The County intends to make awards to one or more primary Contractors for the same line items, effectively to the responsive and responsible Contractors.
  - 10.2 The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
  - 10.3 If only one bid is received, the County reserves the right to award a single Contractor if it is in the best interest of the County.

10.4 If any manufacturer fails to respond to this solicitation, the County reserves the right to make an award at a later date, upon receipt of the pricing information and appropriate distributor from a particular manufacturer. The contract period of the subsequent award will be prorated to coincide with the contract period of this resultant contract.

11 BILLING AND PAYMENT:

11.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Office of Central Fleet, 8790 Ridge Road, Ellicott City, Maryland 21043. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.

11.2 Each invoice shall include the following information:

- 11.2.1 Contractor's name;
- 11.2.2 Address;
- 11.2.3 Federal tax identification number;
- 11.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
- 11.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 11.2.6 Contract line number;
- 11.2.7 Unit price and extended price (unit price must match a contract line); and
- 11.2.8 Description of goods provided and/or services performed.

11.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.

11.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH).

11.5 Delivery tickets signed by authorized County personnel shall accompany invoice, if applicable.

11.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorization by the head of the department or their designee.

11.7 All amounts, costs, or prices referred to herein shall be United States of America currency.

11.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

11.9 All pricing shall be quoted as FOB Destination, Inside Delivery.

12 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the IFB, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement shall mean that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.

13 SITE CONDITIONS: The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way

affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

14 WARRANTY:

- 14.1 The Contractor warrants the goods and services furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.
- 14.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

15 TECHNICAL SPECIFICATIONS:

- 15.1 Contractor must be qualified to furnish Original Equipment Manufacturer (OEM) parts or an equivalent part, provide Equipment Services and on call maintenance. Service Mechanic with EVT, ASE, or a standard means of qualification that demonstrates that a mechanic is qualified to work on the equipment.
  - 15.1.1 OEM parts, service, and On Call Service will be on County Equipment and will include, but not limited to Ambulances, Fire Trucks, Police Command Units, Step Vans, Loaders, Backhoes, Excavators, and Buses.
  - 15.1.2 OEM parts must meet the standards of the original build of the Equipment. Any OEM part upgrade requires prior approval by the County.
  - 15.1.3 Current OEM parts, and service Contractors shall be able to provide parts and service to the following brands of equipment: Allison, Bomag, Cummins, Custom-Body Works, Detroit, E-One, Freightliner, Gehl, Gradall, JCB, Horton, International, Kenworth, KME, Mack, Maintainer Custom Bodies, New Holland, Osage, Pierce Manufacturing, Seagrave, Spartan, Super Vac Inc., Sutphin, Road Rescue, Rosenbauer, Vactor, Caterpillar, CASE, Bobcat, John Deere, Kubota, and Massy Ferguson.
  - 15.1.4 The mechanical repair services required shall cover the hourly rates for:
    - 15.1.4.1 Contractors Facility
    - 15.1.4.2 County Facility
    - 15.1.4.3 Heavy Equipment Maintenance Service
      - 15.1.4.3.1 Under 15,000 GVW
      - 15.1.4.3.2 Over 15,000 GVW
  - 15.1.5 Road Call Services Hourly Rate
    - 15.1.5.1 On Road
    - 15.1.5.2 Off Road
    - 15.1.5.3 Off Road Services over 15,000 GVW
  - 15.1.6 Fire Apparatus Testing Services (must meet current NFPA standards)
    - 15.1.6.1 Annual Fire Apparatus Pump Testing
    - 15.1.6.2 Annual Aerial Ladder Testing

NOTE: Due to the current market and unforeseen economic conditions of parts availability, a part that is compatible to an OEM part can be used to substitute a requested part upon prior approval by the County for emergency equipment (Fire & Rescue, and Police) only, which provide a time sensitive service to the County.