



**ANNOUNCEMENT
ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland**

INVITATION FOR BID

**BID NO. 09-127
MOTOR REPAIRS**

NOTICE TO BIDDERS

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, November 17, 2009**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at www.aacounty.org. or www.eMarylandMarketplace.com. A copy of the bid package may also be picked up at the above address during normal business hours.

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. ****

Note: Questions concerning this Specification and Bid Response should be directed to Brennita Swan, Buyer, phone (410) 222-4141, phswan01@aacounty.org

William Schull, C.P.M., CPPB
Purchasing Agent
October 22, 2009

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Solicitation Check List

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Bid Response shall be delivered to the County Purchasing Department no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- _____ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?
- _____ Did an authorized company representative sign and notarize the Affidavit form?
- _____ Did you include the required signature authority documents, if required?
- _____ Did you include a signed copy of the completed Vendor Information Form?
- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.
- _____ If this Solicitation requires a Bid deposit, did you include one?
- _____ Did you provide one original and one copy of your response?
- _____ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?
- _____ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?
- _____ Did you include references and detailed work experience per Clause 3.4?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with Bid Response/Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

County's Bid Response Form

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until 1:30 p.m., local time, Tuesday, November 17, 2009, and will be publicly opened at 1:30 p.m., local time, on that date.

BID SPECIFICATIONS

SECTION ONE – GENERAL INSTRUCTIONS

- 1.1 INSTRUCTIONS** – Instructions, forms, and specifications may be obtained in person or by mail from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401.
- 1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.
 - 1.1.2 All Bids are to be submitted in a sealed envelope. Bidders may obtain an envelope for this purpose at the time of requesting bid forms.
 - 1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.
 - 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent.
 - 1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing not less than ten (10) business days prior to the scheduled opening of the bids. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will notify all Bidders by written addendum of any interpretations made of the Specifications.
 - 1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications should be directed to and shall be issued by the County Purchasing Agent in writing.
 - 1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
 - 1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.
 - 1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

- 1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 RESERVATIONS

- 1.3.1 The County Purchasing Agent reserves the right to reject any or all Bids or parts of Bids when, in his or her judgment, the public interest will be served thereby.
- 1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.
- 1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.
- 1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.3.5 The County Purchasing Agent may waive minor differences in specifications provided these differences neither violate the specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.4 SUBSTITUTES

- 1.4.1 When an item is designated as “no substitutes”, only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated “no substitutes”, the County will consider a “County-approved equal.” Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form “As Specified”, or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the Bid where

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

- 1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

1.5 MATERIAL SAFETY DATA SHEETS

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement applies to any goods used by the Successful Bidder when providing a service to the County.

1.6 INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

1.7 DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

1.8 LAW AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

1.9 EQUAL OPPORTUNITY

- 1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.
- 1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Bidder shall also agree to comply with all

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

1.10 INDEMNITY

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County harmless from and against all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

1.11 TERMINATION PROCESS

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

1.11.2 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

1.12 OPTIONAL USE OF CONTRACT

1.12.1 The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid 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 Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

1.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

1.13 CORPORATION REGISTRATION

1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 (“SDAT”) before doing any business in this State.

1.13.2 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

1.14 REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

1.15 PAYMENT TERMS

Payment terms, unless otherwise noted, shall be net thirty (30) days.

1.16 ASSIGNMENT

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

1.17 AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

1.18 INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

1.19 INTEGRATION

The IFB, the Successful Bidder’s Bid, and the County’s Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

1.20 FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney’s fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder’s employees for which the County may be found jointly or solely liable.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

1.21 CHANGES

- 1.21.1 The Successful Bidder may request changes within the general scope of this and any contract resulting from this IFB. If a requested change causes an increase or decrease in the cost to an equitable adjustment of the price or schedule or both, and shall reflect such adjustment in a change order. The Successful Bidder shall not perform requested changes unless both parties execute a written change order, and, if the Successful Bidder proceeds to perform such changes without a written change order, it does so at its own risk. The cost any goods, materials, or services covered by a Change Order or of any claim for an adjustment in the price shall be determined as provided in this Section.
- 1.21.2 The County may, at any time, by written order, make changes within the general scope of any contract resulting from this IFB.
- 1.21.3 Where additional goods or services, neither specifically nor generally included in any contract resulting from this IFB are necessary in the sole judgment of the County, the County shall work with the Successful Bidder to define such goods or services and shall agree, in writing via a change order executed by both parties prior to provision of such goods or services, upon the goods or services, a reasonable price (if any) for the goods or services, and a reasonable period of time for the Successful Bidder to perform under the Contract. Strict compliance with this Section shall be a prerequisite to the Successful Bidder receiving payment for the additional goods or services.
- 1.21.4 In the event the Successful Bidder is unsure as to whether any good or service is within the scope of any contract resulting from this IFB, the Successful Bidder shall first confer with the County's Purchasing Agent prior to provision of such goods or services and shall obtain his determination as to whether such goods or services are included within the scope of the Contract. If the parties cannot agree on a reasonable fee or time period to provide such goods or services or cannot agree whether the goods or services are within the scope of the Contract, the Successful Bidder shall be required to provide the goods or services if necessary due to an emergency or to avoid a negative impact on any schedule. During and after such the provision of goods or services, the parties shall continue to endeavor in good faith to reach an agreement on a reasonable fee and time period for performance under the Contract and to agree on whether the goods or services are additional goods or services.
- 1.21.5 Notwithstanding anything to the contrary contained in this Section, if the parties are unable to agree on a change order or on the cost of goods or services required under a change in sufficient time to maintain any schedule, the County may direct the Successful Bidder to provide the additional goods or services if the additional goods or services are necessary due to an emergency or to avoid a negative impact on any schedule, and the cost shall be determined or otherwise agreed to at a subsequent date. Upon receipt of such directed change order, the Successful Bidder shall promptly provide the goods or services, which shall be provided in accordance with any contract resulting from this IFB.

1.22 MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

services for comparable quantities under similar terms and conditions.

1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

1.24 CONDITIONS FOR PURCHASING ELSEWHERE

1.24.1 Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

1.24.2 The Purchasing Agent may reject, at his sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS GREATER THAN \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

TYPE OF LEGAL ENTITY:

<p>Company/Corporation or Professional Service Corporation</p> <p><i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chd.," "Professional Association," "P.A.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>President or Vice President</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>By-Laws, Articles of Incorporation, or a Corporate Resolution</p>
<p>Partnerships</p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Statement of Partnership Authority</p>
<p>Limited Partnerships</p> <p><i>("L.P.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>General Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Certificate of Limited Partnership</p>

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Limited Liability Company / Corporation <i>("LLC" or "LC")</i>	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("LLP." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

1.26 CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

1.27 BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

****IMPORTANT NOTICE**:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. **

1.30 CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

1.31 CONFLICT OF INTEREST

1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.

1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

1.32 HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

1.33 IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

1.34 PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

1.35 ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

1.36 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

1.37 EXECUTIVE ORDER #24

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

SECTION TWO – GENERAL SPECIFICATIONS

2.1 SCOPE

- 2.1.1 These Specifications are intended to cover labor and materials for motor repairs for Anne Arundel County, Maryland, as listed in Section Three and in the attached Bid Response Form.
- 2.1.2 All goods delivered shall be the manufacturer's current models, completely serviced by the Successful Bidder, and shall be delivered ready in all aspects to be placed in normal operating service.

2.2 PRE-BID CONFERENCE

There will not be a pre-bid conference scheduled for this IFB.

2.3 BLANKET ORDER RELEASE

The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

2.4 TERM OF BLANKET ORDER CONTRACT

This Contract shall be in effect for one (1) year, beginning on or about January 1, 2010. This Contract may be renewed up to an additional four (4) one-year periods with the same terms and conditions at the sole discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

2.5 WARRANTY AND SERVICE

The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

2.6 DELIVERY/INSTALLATION OF GOODS

- 2.6.1 Successful Bidder shall guarantee delivery of goods and/or services to the Anne Arundel County Department of Public Works, between the hours of 7:00 a.m. and 3:00 p.m., local time, Monday through Friday, excluding County holidays.
- 2.6.2 Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award.
- 2.6.3 Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

2.6.4 All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

2.6.5 The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

2.7 TRADE-INS

This clause is deleted from this IFB.

2.8 PROCUREMENT CARD

2.8.1 The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. The Successful Bidder may not charge the County for any fees related to the use of a procurement card.

2.8.2 For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

2.9 REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

2.10 BID DEPOSIT

This clause is deleted from this IFB.

2.11 AWARD OF CONTRACT

2.11.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. Price, delivery time, and compliance with the

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Technical Specifications shall be prime factors in determining the Successful Bidder as provided by applicable County law. The decision of the Purchasing Agent is final.

- 2.11.2 A cash discount shall be considered in determining the award.
- 2.11.3 Any other considerations for the award shall be stated in the Specifications and Bid Response.
- 2.11.4 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

2.12 LITERATURE AND SAMPLES

- 2.12.1 If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods within five (5) days of the request, giving full details as to type of goods to be furnished under a Contract.
- 2.12.2 Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. 09-127". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.
- 2.12.3 The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

2.13 INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

2.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

2.13.2 **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

2.13.3 **WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

2.13.4 **On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.**

2.13.5 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.

2.13.6 **Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**

2.13.7 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

2.14 RETURN GOODS POLICY

2.14.1 The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.

2.14.2 Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.

2.14.3 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

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- 2.14.4 Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

2.15 PRICE ADJUSTMENTS

- 2.15.1 All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly sixty (60) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 2.15.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.15.3 The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

2.16 AGREEMENT

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

2.17 PERFORMANCE, LABOR & MATERIAL BONDS

This clause is deleted from this IFB.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

SECTION THREE – TECHNICAL SPECIFICATIONS

3.1 GENERAL

These specifications are intended to cover labor and materials for motor repairs for Anne Arundel County, Maryland, including large motors over 100 horsepower.

3.2 LABOR

3.2.1 Bidders shall quote labor rates, both regular and overtime, to service equipment. Regular time is Monday through Friday, 7:00 a.m. to 3:00 p.m., not including County holidays. Overtime is any time not included above.

3.2.2 Bidders shall quote travel rates for pickup and deliveries of equipment for service, if applicable.

3.3 PARTS/MISCELLANEOUS MATERIALS

Any and all materials normally stocked and used by the Successful Bidder for the task as specified shall be included in the unit pricing as bid on the Bid Response Form unless that material is specifically priced separately on the Bid Response Form. Shop materials (i.e., grease, oil, rags, fasteners, etc.) are considered stocked items and thus, shall be included in the labor rate or unit pricing as bid. Any materials not normally stocked and used by the Successful Bidder (including bonds and permits as appropriate) that may be required from time to time and are not included in the unit line items shall be identified as “Miscellaneous Materials”. Miscellaneous Materials may be purchased off this Contract only in conjunction with other services as listed in this IFB and as provided by the Successful Bidder. The purchase of Miscellaneous Materials only shall not be allowed.

Miscellaneous Materials shall be considered a reimbursable expense under the following conditions:

1. The materials are identified and listed on the quote for that individual project; and
2. The materials are accepted by the County as being required to complete the project; and
3. The Successful Bidder can provide a receipt from the Successful Bidder’s supplier clearly identifying the material and the unit price charged.

Miscellaneous Materials shall be reimbursed at the Successful Bidders final cost (after all rebates and discounts). The Successful Bidder shall make every effort to obtain the best available pricing for any purchase made on the County’s behalf. The County shall have the right to review pricing and to require the Successful Bidder to use another source if lower pricing can be found.

The Successful Bidder’s invoice shall itemize each material to be reimbursed and a copy of the invoice from the Successful Bidder’s supplier shall be attached. Items for which an invoice is not available shall not be charged to the County and shall be considered as included in the labor rates or unit pricing in this IFB as bid.

3.4 BIDDER REQUIREMENTS (PASS/FAIL)

3.4.1 Bidders shall be a firm with not less than ten (10) years experience in electric motor repairs.

3.4.2 Bidders shall supply with the Bid Response a list of five (5) references, all within Central

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Maryland, including contact names and phone numbers to support this experience. Failure to do so may result in rejection of the Bid Response.

- 3.4.3 Bidders shall detail and submit with the Bid Response experience in working on larger motors (specifically over 100 horsepower).

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. ****

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

BID RESPONSE FORM

(Submit Original and One Duplicate Copy)

Purchasing Agent
 The Heritage Office Complex
 2660 Riva Road, 3rd Floor
 Annapolis, Maryland 21401

Bidding Firm Name _____

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated October 22, 2009, and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

Item #	Description	Quantity	Unit	Unit Price	Extended Price
Item #1:	Labor for Repairs Regular Time per Hour	3300	Hour	\$ _____	\$ _____
Item #2:	Labor for Repairs Overtime per Hour	20	Hour	\$ _____	\$ _____
Item #3:	Travel Costs, Flat Rate (If applicable, if not Put N/A)	10	Each	\$ _____	\$ _____
Item #4:	Miscellaneous Materials, Reimbursed at cost, per Specifications	\$35,000	(reimbursed) =		\$ <u>35,000.00</u>

(Include this amount in the Grand Total below.)

Grand Total for all Items Inclusive \$ _____

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

Award shall be made to the lowest responsive and responsible Bidder per Grand Total.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

References

Bidders shall provide a minimum of five (5) references to the County with Bid Response. The five (5) references shall be from individuals or firms with experience of jobs of a similar scope have been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of a Bidder to provide the County with references within the time frame as stated herein may result in the Bidder being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

CONTACT PERSON: _____ PHONE: _____

E-MAIL _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL _____

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

Vendor Information Form

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: _____

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: _____

Street Address: _____

City and State: _____ Zip Code _____

Business Phone: (Toll Free #, if applicable) _____ Date: _____

Fax Number: _____ Terms of Payment: _____

Contact Name and Title: _____

Email Address: _____

Website Address, if available: _____

Registration # Issued by the MD Dept. of Assessment and Taxation*: _____

(*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: _____

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations Black Male Black Woman Women Asian Hispanic None

Printed Name and Title of Agent: _____

Signature of Agent*: _____

(*See Section 1.25 – Signatures Required for Legal Entities)

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of perjury,
(Contractor/Bidder/Offeror)
that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeror)
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in ' 16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeror)
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeror)

(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____, this _____ day of _____, 2009.

(Notary Public)

My Commission Expires: _____

Anne Arundel County, Maryland
INVITATION FOR BID
BID NO. 09-127
MOTOR REPAIRS

ATTEST: ANNE ARUNDEL COUNTY,
MARYLAND

Witness Signature

By: Dennis Callahan Date (SEAL)
Title: Chief Administrative Officer

[CONTRACTOR NAME]

Witness Signature

By: Date (SEAL)
Title:

Approved.

Purchasing Agent Date

Approved as to form and legal sufficiency.

Office of Law Date