



The Maryland-National Capital Park & Planning Commission

Department of Finance – Corporate Procurement Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

**INVITATION FOR BID
IFB NUMBER: B42-105**

Supply and Delivery of Shelter Columns and Brackets

The Montgomery County Department of Parks (Parks) part of the Maryland-National Capital Park and Planning Commission (M-NCPPC or Commission), is soliciting bids for the supply and delivery of Shelter Columns and Brackets.

BID DUE DATE/TIME: September 30, 2021 Before 3:00 P.M.

NOTE: A pre-bid meeting will not be held for this solicitation.

Solicitation Release Date: September 14, 2021

COMMISSION TEAM:
Cindy Martinez, Corporate Procurement Specialist, Department of Finance

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
INVITATION FOR BID (IFB) SUMMARY

IFB Number:	B42-105
Bid Name:	Supply and Delivery Shelter Columns and Brackets
Pre-Bid Meeting:	No Pre-Bid Meeting.
Deadline for Technical Questions:	September 21, 2021 Questions must be submitted through ProcureNow.
Deadline for Bid:	SEPTEMBER 30, 2021 BEFORE 3:00 P.M.
Submit Bid to:	<p>Bids shall be submitted online through the Commission’s electronic bid service provider (ProcureNow). The Commission will not be accepting paper copies of bids. Please follow the link below to submit an electronic bid for this solicitation:</p> <p>https://secure.procurenow.com/portal/mncppc</p> <p>Bids delivered to any location or electronic submission other than the Commission’s electronic bid service provider (ProcureNow) listed above will not be considered. Oral, telephonic, telegraphic and facsimile bids will not be accepted. No bids shall be delivered by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated website (ProcureNow). Bids received after the date and time specified for receipt of Bids will be rejected and returned unopened. Bidders are to conform to the procurement conditions herein.</p>
Bid Submittal Instructions:	<p>The bid package must include all required information as outline in this solicitation and submitted electronically through the Commission’s electronic bid service provider (ProcureNow). All addendums and notices will be posted on our M-NCPPC Website and ProcureNow site as indicated in the link provided above.</p> <p>THE COMMISSION IS NOW REQUIRING ALL VENDORS TO REGISTER ON THE COMMISSION’S ONLINE VENDOR REGISTRATION (EZ PROCUREMENT).</p> <p>Prospective Bidders should register as a vendor to be included in the Commission’s bidders list.</p>
Inquiries:	<p>All inquiries regarding this solicitation are to be made to:</p> <p style="text-align: center;">Cindy Martinez, Corporate Procurement Specialist Department of Finance, Corporate Procurement Division Email: Cindy.Martinez@mncppc.org</p> <p>MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]</p>

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Section 1. GENERAL INSTRUCTIONS

RESUBMISSION INFORMATION

Examination of Bid Documents

Bidders must examine all the Invitation for Bid (IFB) documents very carefully and must make their bid after examination of the location and/or nature of the proposed work. The submission of a bid indicates that the bidder thoroughly understands all the terms and conditions, instructions, and specifications of the bid.

Commission Assistance in Bid Preparation

Commission staff will not assist any bidder or bidder's agent in the actual preparation of the bid. Bidders or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the bid unless the Commission representative specified in the Invitation for Sealed Bids has given specific authorization.

Interpretation and Correction of Bid Documents

Should a bidder require an interpretation or clarification of any provisions of the bidding documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the bidder must notify the Commission in writing at least 5 working days prior to the date set for receipt of bids.

A bidder who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of bids.

All interpretations, clarifications, corrections, changes or other directions related to these requests of bidders will be provided in writing by the Commission and sent to all prospective bidders who obtained copies of the documents and information from the Commission.

Extension of Bid Opening

The Commission may extend the bid opening date at its option. If the date is extended, the Commission will notify all prospective bidders who have obtained copies of the bid documents from the Commission.

Response to Solicitations

In the event a firm does not submit a bid on this solicitation, the firm should return the Bid Pricing Schedule with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for bids. The return of the Bid Proposal Page with a "No bid" is not considered a failure to respond.

PREPARATION AND SUBMISSION OF BIDS

All bids must be:

Submitted on the forms provided in the bid document. Bids submitted on any form other than the attached official forms will not be considered. NOTE: Bidders are especially advised to fill out the "Total Price" column in the official form, so that the result of the bidding, barring possible arithmetic errors, will be known at once. Any errors in computation will be corrected when the proposals are evaluated.

Initialed by the bidder where there are erasures or other changes in the bid.

Signed in ink by authorized principals with the bidder's legal name fully stated. Corporations must give the

state in which incorporated, using phrase "A Corporation organized under the laws of the State of _____". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of _____". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of _____". This wording should be added to the bid proposal page under "Firm Name".

Fully completed by the bidder, including all attachments to the IFB that require execution. All such attachments are to be returned with the bid.

Enclosed in a sealed envelope, the face of which shall indicate the IFB number, time and date of opening, and title of the bid. Faxed bids will not be accepted.

Received on or before the time, date and at the location specified in the bid.

RECEIPT AND OPENING OF BIDS

The Commission representative, whose duty it is to open the bids, will decide when the specified opening time has arrived.

Bids delivered to any other office will not be considered. Oral, telephonic, telegraphic and facsimile proposals will not be accepted. If a bid is sent by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated location.

At the specified opening time, all bids will be publicly opened, and when practicable, read aloud and recorded on a bid tabulation sheet. Bidders may attend bid openings.

MODIFICATION AND WITHDRAWAL OF BIDS

All bids shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening of the bid unless otherwise stated in Section 5, "Special Conditions."

At any time prior to the specified bid opening time and date, bids may be modified or withdrawn in person by a bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

LATE BIDS, MODIFICATIONS AND WITHDRAWALS

If a bidder submits a bid or request for withdrawal is after the time set for receipt of bids, the following applies.

- A late bid, late modification or late request for withdrawal will not be considered. Any bid, proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.
- Any request for withdrawal or request for modification received at the place designated for bid opening after the time set for opening of bids is late.
- A late bid shall not be opened and shall be returned to the bidder (unless it must be opened to determine the identity of the bidder).
- Exceptions to these rules may be made when a late bid, modification, or withdrawal would have been timely but for the action or inaction of procurement personnel directing the procurement activity.

- In the event that the Commission offices are closed due to weather or other contingencies, the bids will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

MISTAKES IN BIDS

After the opening of bids, Commission staff shall examine all bids for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the bid. If the bidder alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged bid mistakes. The authority permitting correction of bids is limited to bids which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a bid may have been made, the Purchasing Manager shall require that the bidder confirm the bid. Confirmation by the bidder of the bid will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the bidder fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the bid may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the bidder confirms his bid, the Purchasing Manager shall consider it as originally submitted.

If the bidder alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subcontractor's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made, and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.
- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was

actually intended. Examples of such apparent mistakes are: obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.

- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

AWARD OF BIDS

Prompt payments as stated in the bid shall be considered when evaluating the bids and determining the low bidder. Discounts for periods of less than 20 calendar days will not be considered in determining the low bidder. The award shall go to the lowest, responsive and responsible bidder, after calculation of any qualifying prompt payment discount and adjustment for any price preference given under the Anti-Discrimination Program, unless the bid amount is unreasonable, or the Commission determines that awarding the purchase is not in its best interests.

The bid must meet all specifications and terms and conditions established by M-NCPPC. The M-NCPPC reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards. Equivalency will be at the sole interpretation of M-NCPPC.

A bid may be rejected as non-responsive if it fails to conform to any of the essential requirements of an IFB, such as specifications, delivery schedule, or other material aspects. If the bidder fails to furnish a bid bond, or any other assurance required by the IFB, the Commission may find the bid to be non-responsive. A bidder's failure to comply with the Commission's Anti-Discrimination Program may also make its bid non-responsive.

A bid may be rejected as non-responsive if it is submitted on any form other than the attached official forms. A bid may also be rejected as non-responsive if the bidder imposes conditions that modify the IFB or limit the firm's liability.

"Responsible" means the bidder is capable to fully perform the contract requirements and has demonstrated integrity and reliability that assure good faith performance. If the Commission determines that the bidder is not responsible, the bid will be rejected. A bid from a debarred or suspended offeror will be rejected as not responsible.

If the bidder fails to supply information, within the specified time frame, that the Commission needs to be able to determine responsiveness and responsibility on a timely basis, the bidder may be deemed non-responsive or not responsible.

Unless otherwise stated in the Special Conditions Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right to waive minor informalities or irregularities in bids when reviewing bids for award.

BID PROTESTS

Any actual or prospective bidder who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- The name and address of the protester;
- Identification of the solicitation or purchase;
- Statement of reasons for the protest;
- Any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- The remedy sought.

The Purchasing Manager shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential.

The protester shall submit any additional information requested by the Purchasing Manager within five (5) calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

Section 2. GENERAL CONDITIONS

ETHICS IN PROCUREMENT

By submitting a bid, the bidder agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (phone: 301/454-1600).

SPECIFICATIONS

All work must be furnished in accordance with the Specifications section of the bid.

BRAND NAMES OR EQUAL ITEMS

Except as may be specifically indicated to the contrary elsewhere within the bidding or contract documents, the specification by description of or reference to any particular product or item of material or equipment by type, brand name, make, model, catalog number or design description is intended only to establish a standard of quality. Any product, material or equipment of equal quality which is also the functional equivalent of and possesses the salient characteristics found in the particular item so specified may be substituted upon the approval of the Commission. Unless specifically noted in the Commission's Invitation for Bids, bidders are not restricted to the specific brand, make or manufacturer named but may offer to the Commission any material that the bidder considers equivalent to that specified or indicated.

The Commission reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements even though the article may comply substantially.

The product offered as "or equal" must be clearly disclosed in the bid proposal. If it is not, the Commission will not be under any obligation to examine such product to determine whether it is or is not equal and will do so only when it is determined to be in the best interest of the Commission.

Bidders must submit descriptive literature and/or samples of "or equal" products.

Requests for approval of "or equal" products may be made prior to the time specified for bid opening. The requirements for such approval are the same as the requirements for substitutions which are covered next.

SUBSTITUTIONS

Substitutions are considered to be:

- Any change to the specifications in the bid proposal other than an "or equal" product.
- Any change to the specifications after the bid opening.

No substitution will be considered prior to receipt of bids unless a written request for approval has been received by the Commission at least five (5) work days prior to the date set for the opening of the bid. Each request must include the name of the material or equipment for which it is to be substituted as well as a complete description of the proposed substitute including, as appropriate, drawings, cuts, performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the bidder.

The decision made by the Commission's representative to approve or disapprove a proposed substitution will be final. If the representative approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum to the bid document. Bidders must not rely upon approvals made in any other manner.

The procedure described above also applies to requests for approval of "or equal" products prior to bid opening. The Commission is under no obligation to consider any substitution after the bid opening. However, if it is in the best interest of the Commission to consider a substitution, it may do so. Any substitutions that are accepted by the Commission after the bid opening will be provided for in the contract, or in an amendment to the contract, or by change order to the Contract or Purchase Order.

ESTIMATES MADE BY THE COMMISSION

Any quantities or dollar values given by the Commission as estimates or approximates, or as needs requirements, are given as a general guide for preparing the bid but are not guaranteed amounts. They represent the best estimate of the Commission but are subject to increase or decrease. Any such variance will not change the unit prices to be paid for the product or services.

TAXES

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

PAYMENT

The Commission within 30 days after acceptance of the work and submission by the Contractor of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the contractor, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

COMPLETION OF WORK

Upon award of the bid, bidders must be prepared to complete/deliver the work within the time stated in the bid or within the time stated in the proposal if the bid does not state a completion/delivery time.

ANTI-DISCRIMINATION PROGRAM

By submitting a bid, a bidder shall understand and agree to:

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subcontractors on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subcontractors and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require offerors to submit standardized forms with their bids that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the bid documents specifies whether these forms must be submitted.
- Not discriminate against MFDs in their performance of work as subcontractors on Commission contracts.
- Submit forms verifying payment to subcontractors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an

administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from bidding on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act of 1990.

Section 3. SPECIAL CONDITIONS

QUALIFICATION OF BIDDERS

Bidders must be engaged in supplying and/or manufacturing Shelter Columns and Brackets for a minimum of three (3) years. The Commission reserves the right to inspect to the Bidder's place of business to determine the ability, capacity, and financial stability and other factors necessary to the perform the services herein.

Bidder must be registered with the Maryland Department of Assessments and Taxation (SDAT) and be in good standing with SDAT. Failure to be registered with the SDAT could deem your company not responsive and responsible.

PRICE

Unit prices shall be all-inclusive rate for equipment, shipping, freight cost and overhead as required to perform services herein. No reimbursable shall be allowed. In the event that the awarded item is discontinued or replaced, the Contractor agrees to furnish the replacement item at the same price or less. Replacement items must meet the specifications outline below.

BASIS OF AWARD

The Commission intends to make a single award to the lowest responsive and responsible bidder meeting the specifications for Total Bid Price. The Commission reserves the right not to make an award and bid these services at a later date.

CONTRACT TERM

The initial term award resulting from this solicitation shall be for a period of two (2) years. The Commission reserves the right to renew this contract for three (3) additional terms of one (1) year each, contingent upon the bidder's performance.

FAILURE TO PERFORM/DELIVER

In the event of a Bidder's failure to comply with the established supply and delivery of supplies, the Commission reserves the right to make an open market purchase of the required materials, and to charge as damages, the difference between the established price and the actual cost incurred by the Commission and to collect such charges from the Contractor, form any money due under this contract, or any other contract with the Commission.

ESTIMATED QUANTITIES

Any quantities shown on the price schedule are estimates or approximates and are given as a general guide for preparing the bid and shall not be construed as guaranteed quantities. Actual quantities ordered may be higher or lower. Any such variance will not change the unit prices to be paid for the items listed on the price schedule.

WARRANTY

All items shall be covered by the Manufacturer's standard warranty. Any additional warranties should be clearly stated.

All material must meet state and federal requirements. The bidder at no cost to the Commission must replace all unacceptable material.

GUARANTEE

The bidder guarantees that all products offered carry a guarantee against any and all defects for a minimum period of one year from acceptance. The bidder must correct any and all defects in material and/or workmanship, which may appear during the guarantee period by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Commission and to the Commission's satisfaction. Should a manufacturer's warranty or guarantee exceed the requirements stated above, the guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's warranties must be provided upon request. All warranties and guarantees must be in effect from the date of acceptance by the Commission of the goods or services. The bidder guarantees that all work shall be accomplished in a workmanlike manner and the bidder must observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed. Goods and materials provided under this contract must be new, of first quality, latest model and of current manufacture, and are not of such age or so deteriorated as to impair their usefulness or safety. Items that are used or demonstrator models are unacceptable.

ORDERS

The Commission may request quotes and/or orders based on actual quantities required either through phone or email and must provide a Purchase Order number and/or a credit card number with the order to authorize the purchase. All order must have a Purchase Order number or paid on a Purchase Card.

SAMPLES/MANUFACTURER'S SPECIFICATION

Manufacturer's specifications for offered product should be submitted prior to the bid submission date. All specifications shall be exactly the items the bidder intends to furnish if awarded a contract. The Commission shall be the sole judge as to acceptability of samples or specifications.

INSURANCE REQUIREMENTS

Prior to commencing services under the contract, the Contractor must furnish the Commission a certificate of Insurance that is rated at least **A** by **Best's Key Rating Guide** or **BBBq** by **Standard and Poor's Insurance Rating Services**. The certificate of insurance furnished by the Contractor must contain coverage limits in the minimum amounts as on the Insurance Checklist. (Form 6C).

INDEMNITY

The Contractor shall indemnify and save harmless the Commission from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the Commission of which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from its negligent

performance of or failure to perform any of its obligations under the terms of this contract.

CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATOR

The Contract Administrator is:

Cindy Martinez, Corporate Procurement Specialist
Department of Finance, Corporate Procurement Division
Telephone No. 301-454-1603
Email: Cindy.Martinez@mncppc.org

Section 4. SCOPE AND SPECIFICATIONS

4.1 Scope

- a. The Maryland-National Park and Planning Commission (M-NCPPC or Commission) requesting bids for the supply and delivery of Shelter Columns and Mount Brackets.

4.2 Specification Requirements

- a. 5" x 5 ½" - 8' Glulam Treated Shelter Columns
- b. Galvanized Surface Mount Brackets for Glulam Columns

4.3 Delivery Information

All Deliveries require a 24 hours advance notice. All Delivery hours are between 7 am to 2pm, Mondays through Fridays, except on Commission Holidays.

Deliveries should be made to :
8301 Turkey Thicket Drive
Gaithersburg, Maryland 20870
Attention : Charlie Benton

Section 5. PRICING SCHEDULE

Supply and Delivery of Shelter Columns and Brackets

Item No.	Description	Quantity	Unit Price	Total Price
1	5" x 5 1/2" – 8' Glulam Treated Shelter Columns	35		
2	Galvanized Surface Mount Brackets for Glulam Columns	36		
3	Delivery/Freight	1		
Grand Total of Items (1 through 3)				
Written in Words:				

TERMS OF PAYMENT: _____%, twenty; net 30 days.

NUMBER OF CALENDER DAYS FOR DELIVERY AFTER RECEIPT OF ORDER: _____

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED PERSON:(PRINT) _____ AUTHORIZED SIGNATURE:

TITLE: _____ EMAIL ADDRESS: _____

DATE: _____ PHONE NO.: _____

_____ "NO BID". I decline the offer to submit a bid for this particular Invitation for Bids (IFB). However, I request that the M-NCPPC retain my name on their bidders list for future solicitations and understand that it is my responsibility to submit a Vendor Information Form directly to the M-NCPPC's Purchasing Office.

Section 6. FORMS

A. Submit the following REQUIRED FORMS with your bid response:

1. **All BIDDERS - Section 5. Pricing Schedule (Procurement)**

All Unit Costs and Total Price must be clearly entered in dollars and cents. Make your decimal points clear and distinct. Any line items at No Cost to the Commission, must be clearly entered in the Unit Price, if appropriate, and extend price with \$0.00. Pricing shall be all inclusive of all shipping and handling cost. No additional cost shall be accepted.

2. **Reference Form- FORM 6A.**

A minimum of three reference must be provided with the bid submission. See Attachment 6A.

3. **Insurance Checklist- FORM 6B.**

The Insurance Checklist must be signed by the authorized member of the firm and the firm's insurance agent. *Failure to complete and submit this form may result in your firm being deemed non-responsive.* The Bidder shall be required, prior to the execution of issuance of a Purchase Order, to furnish a Certificate of Insurance with satisfactory proof of all insurance required by the Insurance Checklist.

B. Submit the following forms, if applicable.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE -
Bidders are requested to return this sheet with your bid response. See Attachment 6C

FORM 6A- Reference Form

1. COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____

SCOPE OF WORK PERFORMED: _____

CONTRACT PERIOD: FROM _____ TO: _____

2. COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____

SCOPE OF WORK PERFORMED: _____

CONTRACT PERIOD: FROM _____ TO: _____

3. COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____

SCOPE OF WORK PERFORMED: _____

CONTRACT PERIOD: FROM _____ TO: _____

FORM6B INSURANCE CHECKLIST

COVERAGES	
COVERAGE REQUIRED	LIMITS (Minimums)
1. Worker's Compensation <ul style="list-style-type: none"> • Accident (Each) • Disease (policy limits) • Disease (each employee) 	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
2. General Liability <ul style="list-style-type: none"> • Products Liability & Completed Operations • Contractual Liability • Premises & Operations • XCU for explosion and/or cave in • Independent Contractor s • Personal Injury and Advertising • Medical Payment any one person 	All items in No. 2: \$2,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence \$5,000 per occurrence
3. Contractual Indemnity/Hold Harmless Exactly as Specified	
4. Automobile Liability Owned, Hired, Non-owned & Leased <ul style="list-style-type: none"> • Bodily Injury <ul style="list-style-type: none"> ○ Each person ○ Each occurrence • Property Damage <ul style="list-style-type: none"> ○ Each occurrence Or ○ Combined Single Limit 	\$ 500,000 \$1,000,000 \$ 300,000 \$1,000,000
5. Excess Liability Combined Single Limit	\$1,000,000
6. The Maryland -National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
7. Other Insurance <ul style="list-style-type: none"> • 	
8. 45 days Cancellation Notice Required	
9. Best's Guide A rating or better/S&P Rating of BBB	
10. The Certificate Must State Bid Number and Bid Name	IFB NO. 40 -130

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the insurance requirements of these specifications and will comply in full if awarded this contract.

Bidder Signature

Insurance Agency Signature