

IFB #1060169	<b>MONTGOMERY COUNTY, MARYLAND</b> Off-the-Lot New Vehicles and Equipment All GVWRs Through Class 7 26,000 lb. GVWR <b>SOLICITATION, BID AND AWARD SHEET</b>	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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**PART I: SOLICITATION (Invitation for Bids ("IFB"))**

SEALED BIDS IN ORIGINAL AND ONE (1) COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00am LOCAL TIME ON 3/22/2016. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

**PART II-BID**

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

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

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

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: <b>CRISWELL PERFORMANCE CARS LLC DBA CRISWELL Chrysler Jeep Dodge</b>		TELEPHONE NO.: <b>301-948-5460</b>
ADDRESS: <b>84 BUREAU DR GAITHERSBURG MD 20878</b>		TOLL FREE NO.: <b>NA</b>
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.: <b>301-948-1381</b>
BIDDER'S E-MAIL ADDRESS: <b>FLEET-MAN@MSU.COM</b>		

ACKNOWLEDGEMENT OF AMENDMENTS	
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	
Amendment No./Date	Amendment No./Date

<b>Scott Silverman FLEET SALES MANAGER</b> NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): <b>3/11/16</b>	
SIGNATURE OF ABOVE PERSON:	DATE:

**PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))**

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:	YOUR CONTRACT NUMBER IS:
<b>Primary Lines 17, 19, 21, 27, 30, 35, 38</b>	<b>1065340</b>
MONTGOMERY COUNTY, MARYLAND	

BY <b>Peter Schuler</b>	<b>Pt Schuler</b>	<b>6/3/2016</b>
PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

LINE #	VEHICLE TYPE BY OEM	BID
<u>SEDAN &amp; CUV</u>		
1	BUICK	
2	CHEVROLET	
3	CHRYSLER	- 317
4	DODGE	- 419
5	FIAT	+ 150
6	FORD	
7	HONDA	
8	HYUNDAI	
9	KIA	
10	NISSAN	
11	TOYOTA	
<u>SUV</u>		
12	CHEVROLET	
13	DODGE	
14	FORD	
15	GMC	
16	HONDA	
17	HYUNDAI	
18	JEEP	- 408
19	KIA	
20	NISSAN	
21	TOYOTA	
<u>VAN</u>		
22	CHEVROLET	
23	CHRYSLER	- 379
24	DODGE	- 379
25	FORD	
26	HONDA	
27	KIA	
28	NISSAN	
29	RAM	- 408
30	TOYOTA	
<u>PICKUP TRUCK</u>		
31	CHEVROLET	
32	FORD	
33	GMC	
34	NISSAN	
35	RAM	- 480
36	TOYOTA	
<u>CLASS 3 CHASSIS CAB</u>		
37	FORD	
38	RAM	- 535
<u>CLASS 4-7 CHASSIS CAB</u>		
39	FORD	
40	FREIGHTLINER	
41	HINO	
42	INTERNATIONAL	
43	ISUZU	
44	KENWORTH	
45	MACK	
46	UD	
47+	OTHER	- 485

## QUOTATION SHEET

### INSTRUCTIONS:

Enter a dollar amount rounded to the second decimal point, with a "minus -" sign, a "plus +" sign, or no sign (to be considered the same as a plus + sign) that represents the number of dollars of price adjustment that must be made by Contractor as the Bid Adjustment portion of a quote for the life of the Contract.

### NOTE:

A Bid is a dollar amount that, when added to or subtracted from a Contractor quote that is priced at "Dealer Invoice", is one of the determining factors in the calculation of the selling price of a vehicle to the County.

A Contractor quote priced at Dealer Invoice is one that lists the vehicle and optional equipment at Original Equipment Manufacturer ("OEM") invoice pricing (vs. Manufacturer Suggested Retail Price, "MSRP"), inclusive of manufacturer-to-dealer transportation costs and advertising adjustments, plus upfitter pricing for installed and/or modified equipment quoted by a subcontractor to the Contractor and included in a Contractor quote (with transportation costs) at an amount not greater than the subcontractor quoted price to the Contractor, minus applicable and available (local, regional, and/or national) government bid concessions, discounts, and incentives, and a dollar adjustment equal to the amount of the awarded Bid.

Vehicles may be factory ordered, sourced from a bailment pool, or in the Contractor's inventory, either inbound or on the lot. For vehicles purchased from a Contractor's on-the-lot inventory, dealer-added items will ONLY be reimbursed at the dealer's cost of materials and labor, and such must be documented as part of the quoting process (examples: window tinting, wheel locks, pin striping, glass etching, etc.).

At most, one Primary Award for an OEM Line with a Bid that represents the most advantageous discount (minus), premium (plus), or no price adjustment (zero), and at most one Secondary Award for the second most advantageous Bid may be made to a responsive and responsible Bidder for each of the Bid Lines 1 through 46 and OTHER as necessary, alpha listed and numbered consecutively beginning with Line 47 by the Office of Procurement during the bid tabulation process. An awardee of a Secondary Award may be required to perform the Contract if the awardee of the Primary Award fails to perform the Contract.

Bidder is cautioned that the dollar amount of a Bid is a business decision of the Bidder and should take into consideration costs of doing business, such as: floor-plan expense; dealership resources required to perform a Contract; business risk, etc. Transportation from the Contractor to the County is FOB Destination.

DELIVERY TIME PERIOD

The County requests delivery of vehicles to be made according to the schedule below, where "Calendar Days" is the number of calendar days net of federal holidays with Day 1 being the purchase order date or release date against a blanket purchase order. The Bidder may propose a delivery time period other than the delivery time period requested by the County. Bids that indicate a delivery time period exceeding the "Requested" delivery time period specified will be declared non-responsive and rejected. County will evaluate equally, regarding time period of delivery, bids that propose delivery within the requested delivery period specified below. The County may elect to award under the Bidder's proposed delivery time period only if it offers delivery in less time than the requested delivery time period. If the Bidder does not indicate its own delivery time period, then the Bidder shall accept the requested delivery time period and it will apply to the award.

By accepting a contract award, the Bidder acknowledges that the "Requested" delivery time period, or Bidder's proposed delivery time period only if it offers delivery in the same or less time than the requested delivery time period, becomes the Established Delivery Schedule for the contract term.

A. For complete vehicles in dealer inventory at the time of order (includes dealer exchanges):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 - 36</u>	<u>8 Calendar Days</u>	<u>Calendar Days</u>

B. For complete vehicles in dealer inventory at the time of order (includes dealer exchanges) with locally installed non-OEM equipment (such as tonneau covers, tool boxes, bed caps, bed slides, running boards, strobe lights, light bars, etc.):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 - 36</u>	<u>15 Calendar Days</u>	<u>Calendar Days</u>

C. For incomplete vehicles Class 5 and lighter being modified/alterd with non-OEM installed equipment that are available in the subcontractor's bailment pool at the time of order:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>37 - 46</u>	<u>120 Calendar Days</u>	<u>Calendar Days</u>

D. For complete vehicles factory ordered:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 - 36</u>	<u>300 Calendar Days</u>	<u>Calendar Days</u>

E. For complete vehicles factory ordered with locally installed non-OEM equipment (Such as: tonneau covers, tool boxes, bed caps, bed slides, running boards, strobe lights, light bars, etc.):

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 - 36</u>	<u>315 Calendar Days</u>	<u>Calendar Days</u>

F. For complete vehicles factory ordered being modified/alterd with non-OEM installed equipment by Ship-through or Drop-ship, and for Class 3 or lighter incomplete vehicles being completed by intermediate and/or final stage manufacturer by Ship-through or Drop-ship (Such as: cargo van interiors, service bodies, platform bodies, 2-3 yard dump bodies, etc.):

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<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>1 - 38</u>	<u>345 Calendar Days</u>	<u>Calendar Days</u>

G. For incomplete vehicles factory ordered Class 4 and heavier being completed by intermediate and/or final stage manufacturer:

<u>LINE #</u>	<u>DELIVERY REQUESTED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>39 - 46</u>	<u>400 Calendar Days</u>	<u>Calendar Days</u>

**MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE****A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**B. Contract Agreement**

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**C. A negative reply will not adversely affect consideration of your bid.****D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

**G. Notification and Reporting**

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**MID-ATLANTIC PURCHASING TEAM:**

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annapolis City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Anne Arundel Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Water Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baltimore County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MD-National Capital Park & Planning Comm.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BRCPC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carroll County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fredericksburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Govt. & Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	University of the District of Columbia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Govt., Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Auth.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Harford County Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Howard County			

**CRISWELL**

Vendor Name