

STANDARD INSTRUCTIONS
FOR MONTGOMERY COUNTY PROCUREMENT PORTAL SOLICITATIONS

1. No verbal instructions or information to bidders will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of bids. Should any inquiries be received by the Commissioners relating to this bid or proposal, only answers posted on the Montgomery County Procurement Portal will be considered binding and incorporated into the specification.
2. Bids or proposals will be considered as conclusive evidence of complete examination of specifications, addendums, samples and any other document included with the solicitation. Also, electronic submission of the document will be considered as providing a binding digital signature to the bid or proposal.
3. The County of Montgomery reserve the right to reject any or all bids, proposals or parts thereof, as deemed to be in the best interest of the County.
4. All Bidders who submit a bid agree to be bound by the County's Standard Terms and Conditions, which are attached to the specification as an exhibit.
5. Any instructions contained in the description section of Montgomery County Procurement Portal for this solicitation shall be considered binding and part of this specification.
6. The County shall answer questions on a best efforts basis unless otherwise stated. Questions received less than seven days prior to the opening of a bid or proposal may not receive a response.
7. All bids should be submitted through the Montgomery County Procurement Portal unless otherwise stated.
8. When uploading your response, please submit the following as separate documents in addition to your proposal: Responsible Contractor Form (if required), Cost/Pricing Proposal, Appendix A, and a current W-9.
9. If a vendor experiences a technical problem uploading a bid or proposal to the Montgomery County Procurement Portal, the County may accept the proposal through alternate means, provided the problem was brought to the County's attention at least a half-hour prior to the solicitation's close. Acceptance through alternate means will be solely at the discretion of the County, and may not be challenged. Technical problems of any kind raised within a half-hour of the solicitation's closing, regardless of cause will be solely attributed to the vendor's negligence unless the County determines it is in the County's best interest to allow the submission.

Specification

10. These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete performance of the contract, and the Contractor will be required to do all things that may be necessary to fully complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

STANDARD INSTRUCTIONS
FOR MONTGOMERY COUNTY PROCUREMENT PORTAL SOLICITATIONS

Interpretation of Specifications

11. Should a bidder or proposer discover discrepancies in the specifications, the matter shall be at once brought to the attention of the Commissioners, and the discrepancies corrected before proceeding further.
12. All explanations, interpretations and instructions required under these specifications will be given by the Commissioners or their designated Representative on written request from bidders and posted to the Montgomery County Procurement Portal website.
13. All equipment, services and/or material shall conform to the requirements of these specifications, and any equipment and/or material determined by the Commissioners as not meeting these specifications shall at once be removed and replaced according to the Standard Terms and Conditions unless otherwise indicated in the specification.

Exemption from Federal Excise and Pennsylvania Sales Taxes

14. The County is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the bid or proposal shall exclude said Federal and State Tax amounts.

Note: This provision shall not apply to construction, repair and/or maintenance contracts where under bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his bid or proposal.

Equivalency Clause

15. Where the use of a manufacturer's brand name and/or model number appear in these specifications it is intended only to indicate that said brand name and/or model number is the minimum standard desired by the County of Montgomery. Vendors desiring to bid or propose on items other than those indicated shall state the brand name and/or model number upon which their bid or proposal is based.

It shall be the vendor's responsibility to prove to the County that said items are equal to or better than those indicated. Specification Documents, Literature, etc., shall accompany Bid Proposal. The County reserves the right to request samples of items and/or requires a demonstration of same if appropriate.

Failure to comply with this requirement may be cause for rejection of bid.

Error in Extension

16. Where an error is made in computing the extension of the per unit price to total price, the per-unit price quoted shall govern.

County Right

17. The County reserves the right to accept or reject any or all bids, proposals or parts thereof and to award the contract as is determined to serve the County's best interest.

Bid Bond

18. A bid bond is not required for any bids or proposals except those involving construction projects, unless otherwise specified. For construction projects, all bond procedures should comply with 16 P.S. § 5518.

STANDARD INSTRUCTIONS
FOR MONTGOMERY COUNTY PROCUREMENT PORTAL SOLICITATIONS

19. A bid bond is required for all construction projects. Unless otherwise specified, the bid bond should be for 5% of the total bid value including alternates.

Rejection of Bid

20. A bid or proposal, which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected. If the specification requires a bid bond, County may reject the bid if the bond is deficient in some manner.

Bidders Responsibility Factor

21. In evaluating bids, in addition to price, the County may consider delivery time, bidders' experience, past record of bidder in meeting commitments and any other general factors that may be deemed pertinent to the best interests of the County. The County reserves the right to request bidder to supply additional information prior to award of contract should such action be deemed in the County's best interest.

Contractor Obey Laws

22. Contractor shall obey all Federal, State, County, Municipal laws or ordinances in any way pertaining to the requirements of the specifications, and shall obtain any and all permits, etc., which may be necessary.

Steel Procurement Act

23. Should the work under these specifications require the use of Steel or Steel Products, bidders shall note that only steel products produced in the United States of America shall be used in the performance of the work if called for in these Contract Documents. Bidders are required to familiarize themselves with the Pennsylvania Steel Products Procurement Act (73 P.S. §§ 1881–1887), as it pertains to this requirement.

Motor Vehicle Procurement Act

24. Contractor shall supply only motor vehicles, which are manufactured in North America. Where specifications call for the purchase or lease of vehicles for the County, the bidder must indicate on the Proposal Page that a substantial majority of the principal components of the vehicle upon which a bid proposal is being submitted was assembled into final products in an assembly plant in North America. Bidder shall indicate plant location. Remanufactured automobile parts shall be used as defined in Resolution 09-C.463.

Used Oil Products Preference

25. As provided for in the act of April 9, 1982 (P.L.314, No.89), known as the Pennsylvania Used Oil Recycling Act, the County and persons holding contracts with the County shall encourage and, to the extent possible, require the procurement and purchase of recycled oil products as substantially equivalent to products made from new oil.

Protection of Work, Life, Property

26. Contractor shall continuously maintain adequate protection of its work from damage, and shall protect the County's property from injury or loss arising in connection with this contract. It shall make good any such damage, injury or loss except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. It shall adequately protect adjacent property as provided by law and the contract documents. It shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions.

STANDARD INSTRUCTIONS
FOR MONTGOMERY COUNTY PROCUREMENT PORTAL SOLICITATIONS

EQUAL EMPLOYMENT OPPORTUNITY

27. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to equal employment opportunity and nondiscrimination, including but not limited to Title VII of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, and any successor or amended statutes.
28. The Contractor shall not discriminate against any employee or applicant for employment in connection with the performance of this Contract because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, veteran status, or any other status protected by applicable law.
29. The Contractor shall ensure that employment-related decisions—including recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training—are made without unlawful discrimination and in accordance with applicable law.
30. The Contractor shall include the substance of this Section in all subcontracts and shall be responsible for subcontractor compliance with applicable equal employment opportunity and nondiscrimination laws.
31. No Contractor, subcontractor, or person acting on their behalf shall intimidate, threaten, coerce, or discriminate against any employee or applicant for employment because that individual has exercised rights protected under applicable nondiscrimination or equal employment opportunity laws.
32. Failure to comply with this Section shall constitute a material breach of the Contract. In addition to any other remedies available at law or in equity, the County may suspend or terminate the Contract, in whole or in part, for such noncompliance.

Additional Forms

33. The Prevailing Minimum Wage Predetermination, if applicable to the project, is a separate section of these contract documents, attached hereto and made a part hereof.
34. All documents contained in Appendix A must be provided.
35. The Contract Cover and Signature Page is provided for reference and does not need to be provided with a bid or proposal.
36. If HIPAA does not apply to this contract, the Business Associate Agreement may be ignored if it is included with the bid documents.
37. The Trade Secret form is optional and should only be provided if vendor is claiming any part of the bid or proposal is a Trade Secret or contains Confidential Proprietary Information.