



## Baltimore Regional Cooperative Purchasing Committee

### REQUEST FOR BID NO. B-1017 TRAFFIC PAINT

Due Date: 9/8/16, Time: 3:00 PM

**Direct all questions to the lead agency:**

Amber Butcher, Staff Buyer

Phone: (410) 887-3887

Email: [abutcher@baltimorecountymd.gov](mailto:abutcher@baltimorecountymd.gov)

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site <http://www.baltimorecountymd.gov/purchasing> to obtain amendments once they have downloaded a solicitation.

All original and duplicate bids and other attachments, related documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

#### BIDDER CHECKLIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1017  
TRAFFIC PAINT**

**TABLE OF CONTENTS**

- I. **General Instructions for Solicitations**
- II. **Additional General Instructions for Solicitations**
- III. **Procurement Affidavit**
- IV. **Insurance Provisions**  
  
Hold Harmless / Indemnification Clause / Property Lost, Damaged or Destroyed  
Provision
- V. **Evidence of Insurance Form PB021A**
- VI. **Bid Reply Label**
- VII. **General Conditions**
- VIII. **Specifications**
- IX. **Bid/Proposal Signature Cover Page**
- X. **Price Sheets**
- XI. **Contract Sample**

## BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

### GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS

#### 1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing not less than 10 calendar days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at [www.baltimorecountymd.gov](http://www.baltimorecountymd.gov). Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

## 2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

## 3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

## 4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

## 5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.

- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

## 6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

## 7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

## 8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quantity and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.
- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than

one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.

- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Safety Data Sheet (SDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workmen's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.

10.2 Refer to the specifications for detailed insurance requirements.

11. DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

## 12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

## 13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

## 14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

## 15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

## 16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

## 17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign\* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: [www.dat.state.md.us/sdatweb/sdatforms.html](http://www.dat.state.md.us/sdatweb/sdatforms.html) - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

\*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder

and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

GENERAL TERMS AND CONDITIONS APPLICABLE TO  
STATE OF MARYLAND, BOARDS OF EDUCATION

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.

2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.

## **Additional General Instructions for Solicitations**

### **1. Instructions, Forms and Specifications**

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that

the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

### **2. Award of Solicitations**

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid

without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

### **3. Reservations**

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not

limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

### **4. Competition**

4.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

4.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

4.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

4.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

4.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

4.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

4.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

**5. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice:** Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

## **6. Authority**

6.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

6.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

6.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

**BALTIMORE COUNTY, MARYLAND  
PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] \_\_\_\_\_ and I am duly authorized to represent and bind [business] \_\_\_\_\_ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

\_\_\_\_\_  
\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

**H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE**

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

**I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The Business is a (*Insert State Name*) \_\_\_\_\_ (*Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor*), that it **is / is not** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is / is not** in good standing in the State of Maryland, and that it **has / has not** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(If none, so state).

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

**K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT**

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

#### L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
  - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
  - b. If the services under the contract are anticipated to be performed outside the United States;
  - c. Where the services will be performed; and
  - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose.
  - [ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
  - [ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
    - i. The services will be performed in the following location: \_\_\_\_\_
    - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

**M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

**N. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

(Authorized Representative and Affiant)

**“PRIME” CONTRACTOR  
MINORITY INFORMATION**

This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

**A. AUTHORIZED REPRESENTATIVE**

I am the [title] \_\_\_\_\_ of [business] \_\_\_\_\_ (the “Business”).

**B. DEFINITIONS**

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) “Minority Business Enterprise” or “MBE” means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) “Women’s Business Enterprise” or “WBE” means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

**C. INFORMATION REGARDING MINORITY STATUS**

The Business is a certified MBE \_\_\_ or WBE \_\_\_

Maryland State Department of Transportation (MDOT) # \_\_\_\_\_

City of Baltimore # \_\_\_\_\_

Name Other Jurisdiction: \_\_\_\_\_  
# \_\_\_\_\_

The Business is not a certified MBE/WBE, however, the ownership of the Business consists of \_\_\_% minorities and \_\_\_% women (for a total of \_\_\_%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

\_\_\_ African American      \_\_\_ Hispanic American      \_\_\_ Caucasian  
\_\_\_ Asian American      \_\_\_ Native American      \_\_\_ Other

\_\_\_ The Business anticipates utilizing subcontractors for \_\_\_% of the work of the contract requirements.

\_\_\_ The Business anticipates utilizing MBE/WBE subcontractors for \_\_\_% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:  
(Authorized Representative)

**Taxpayer Identification Number (TIN) and Certification**  
**(Substitute for IRS Form W-9)**  
**COMPLETE BOTH SIDES OF FORM**

**Baltimore County, Maryland**  
 Office of Budget and Finance  
 400 Washington Avenue, Room 148  
 Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

**SIDE 1**

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)		
2. Business name, if different from above		
Address		
City	State	ZIP Code
Remittance Address, if different from above		
City	State	ZIP Code
Contact Person	Title	
Phone Number ( ) - Ext:	Fax Number ( ) -	
E-mail address		

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

<b>Social Security Number</b>									
--					--				
OR									
<b>Employer Identification Number</b>									
--									

<input type="checkbox"/> <b>CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING</b>	
<input type="checkbox"/> <b>CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:</b>	
<b>Filing Status (Ownership) (LLC is not acceptable)</b>	
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Other: (explain)	

**CERTIFICATION:**  
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

<b>Signature of U.S. Person</b>	<b>Date</b>
---------------------------------	-------------

**SIDE 2**

<b>MBE / WBE Certification</b>	
<p><b>Maryland Department of Transportation (MDOT)</b></p> <p>Certification #: _____</p> <p>Certification Date: ____ / ____ / ____</p> <p>Pending: _____</p>	<p><b>City of Baltimore</b></p> <p>Certification #: _____</p> <p>Certification Date: ____ / ____ / ____</p> <p>Pending: _____</p>

<b>Business Ownership (Check Only One)</b>					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

<b>Type of Business/Organization</b>			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

<b>Ethnicity of Ownership (Check Only One)</b>					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

<b>Incorporation</b>	
Incorporation State: _____	OR Date Business Started ____ / ____ / ____

<b>Signature</b>		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage: Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage; (b) Completed Operations and Products Liability coverage; and (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

# ***BID REPLY LABEL***

*CUT ON THE DOTTED LINE AND  
SECURE TO THE OUTSIDE OF YOUR  
RESPONSE ENVELOPE OR CARTON.*

<b>REQUEST FOR BID</b>	
<hr/>	
<b>NO. B-1017 9/8/16, 3:00 PM TRAFFIC PAINT</b>	
<b>TO:</b>	<b>BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665</b>

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1017  
TRAFFIC PAINT**

**GENERAL CONDITIONS**

**1. SCOPE.**

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and the participating jurisdictions shall purchase traffic paint covered by this contract which the participating jurisdictions may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The participating jurisdictions reserve the right to order supplies that may be required during the said period, and they also reserve the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the participating jurisdictions during the period covered by this contract.
- 1.3 All work performed under this contract shall be done under strict compliance with these specifications, and with the "Maryland Department of Transportation, State Highway Administration Standard Specifications For Construction And Materials" dated January 2001, and subsequent addenda thereto, so far as the same may be applicable. In the event of conflict between the two, these specifications will take precedence.

**2. TERM OF CONTRACT.**

- 2.1 The term of this contract shall be for one (1) year. The participating jurisdictions reserve the right to renew this contract for four (4) one-year terms under the same terms and conditions.

**3. PRICES.**

- 3.1 Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

**4. METHOD OF AWARD.**

- 4.1 Award of this contract may be in whole or in part. BRCPC reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the participating jurisdictions. In accordance with Sec. 15-84 of the Code, past performance of bidders in furnishing goods and services to the participating jurisdictions will be considered in determining the award.

**5. DELIVERY ORDERS AND PROCUREMENT CARDS.**

- 5.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of Baltimore County. Specific quantities and delivery information will be indicated on delivery orders. Each release order will refer to the master agreement number.
- 5.2 Orders under \$1,000 will be placed by telephone or in person by the using agency for such quantities to satisfy requirements of Baltimore County and shall be charged directly to the agency's procurement cards.
- 5.3 Orders exceeding \$1,000 in total will be placed via delivery order by the purchasing agent. The purchasing agent may place this order using their procurement card.

- 5.4 Delivery orders issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

**6. COOPERATIVE PURCHASE.**

- 6.1 BRCPC 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 supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 6.2 Initial participating jurisdictions include: **Baltimore County and Carroll County.**
- 6.3 BRCPC assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

**7. ESCALATION.**

- 7.1 All prices offered herein shall be firm against any increase for one (1) year from effective date of this proposed contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation. It shall be the vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the vendor.
- 7.2 Each jurisdiction reserves the right to accept or reject within fourteen (14) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for the renewal term for which it was requested.

**8. DELIVERIES.**

- 8.1 Deliveries shall be made promptly. If deliveries are not made within fifteen (15) days after receipt of order, the requesting jurisdiction reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.
- 8.2 It shall be the sole responsibility of the vendor to maintain a sufficient inventory of material so that delays in material sampling and testing will not result in late deliveries.
- 8.3 Failure to deliver within the specified period, and/or delivery of unacceptable material shall automatically constitute sufficient reason to allow the requesting jurisdiction to obtain comparable material on the open market. Any resulting increase in cost over the contract price will be charged to the vendor's account.
- 8.4 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

- 8.5 All paint shall be delivered banded in groups of four in vans or flatbed trucks. Receiving personnel must be able to access the truck with materials handling equipment to unload and receive the shipment.
- 8.6 Deliveries shall be made between 7:30AM and 2:30PM, Monday through Friday, excluding requesting-jurisdiction holidays.
- 8.7 Vendor shall notify the requesting agency at least two (2) working days in advance of the estimated delivery date and time. Failure to provide proper notification may result in a lengthy unloading delay, which will be at no additional cost to the jurisdiction.
- 8.8 Baltimore County Delivery Location and Contact: 12200 Long Green Pike, Glen Arm, MD 21057; Traffic Sign Shop, 410-887-8602, fax 410-887-4204.
- 8.9 Carroll County Delivery Location and Contact: 1250 Old Meadow Branch Road, Westminster, MD 21158; Jim Mirfin, 410-386-6717, fax 410-751-8947.

**9. LIQUIDATED DAMAGES.**

- 9.1 With the understanding that traffic paint is a traffic safety delineation product, and that the purchasing jurisdiction has a responsibility to the motoring public to ensure that adequate markings are present at all times, it follows that late deliveries of traffic paint could indirectly result in hazardous driving conditions for those motorists.
- 9.2 Due to the critical nature of this requirement, liquidated damages resulting from failure to meet the delivery date shall be charged against the vendor at a rate of \$300.00 per calendar day for each day delivery is not made in accordance with the schedule. The assessed amount, if any, will be deducted from final invoice.
- 9.3 Liquidated damages for materials rejected by the requesting jurisdiction will be calculated from the original date of the order, provided that the vendor is notified of the rejection within 24-hours of delivery. Materials determined by the requesting jurisdiction to be defective at a later date shall be replaced by the vendor within 15 days of notification.
- 9.4 Liquidated damages will continue until such time as the rejected materials have been replaced with product that is acceptable to the requesting jurisdiction.
- 9.5 Saturday, Sunday and requesting-jurisdiction holidays will be excluded from the computations for the assessment of liquidated damages.

**10. PACKAGING.**

- 10.1 Packaging shall be in accordance with the best commercial practices for proper protection. All materials must be securely containerized in metal containers. The interior of the container must be of such material so that the chemical components of the product do not adversely affect the container for the shelf life of the product. All containers shall be labeled indicating content, batch number, and date of manufacturer, color, and vendor name.
- 10.2 Paint shall be supplied in 55-gallon steel drums (new or reconditioned) conforming to IC Specification 17-h, with removable steel lids.
  - 10.2.1 Lids shall have reusable, leak-proof gaskets and bolted outside locking rings.
  - 10.2.2 Outer surfaces of drums containing white paint shall be painted bright white.
  - 10.2.3 Outer surfaces of drums containing yellow paint shall be painted bright yellow.

10.2.4 Outer surfaces of all removable lids shall be bright white.

10.2.5 Drums and lids shall not be damaged and shall be free from rust.

10.2.6 Jurisdiction shall reserve the right to refuse damaged containers.

10.3 Each drum shall contain 50 gallons of paint based on volume at 77 degrees F.

**11. SAFETY DATA SHEET.**

11.1 All bidders must submit with their bids Material Safety Data Sheets (MSDS) for all items offered.

**12. CONTRACTOR QUALIFICATIONS.**

12.1 At the option of BRCPC, bidders may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

12.2 Bidders must provide at least three (3) references (names of contact persons, email and phone numbers) of similar sized contracts serviced during the past two (2) years.

12.3 Prior to award of this contract, BRCPC reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

**13. INVOICES**

13.1 Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Chief of The Bureau of Traffic Engineering and Transportation Planning for the jurisdiction or the authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Budget and Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

**14. ELECTRONIC VERSION SUBMITTAL**

14.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1017  
TRAFFIC PAINT**

**SPECIFICATIONS**

**1. PAINT SPECIFICATIONS.**

**1.1 FAST-DRY NONTOXIC WATERBORNE PAINT (60-second no-track).**

1.1.1 Material shall be a ready-mixed, pigmented binder emulsified in water and capable of anchoring reflective beads which are applied separately.

1.1.2 Paint shall not contain any hazardous material listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1, and shall be compatible with cleaning solvents used in equipment cleaning.

1.1.3 Paint shall be free of contaminants.

**1.2 Paint Physical Requirements.** Paint shall conform to the manufacturer's formulations and shall be controlled from batch to batch. Unless otherwise noted, paint shall be tested in conformance with Federal Test Method Standard No. 141, and shall conform to the requirements listed below.

1.2.1 **Viscosity.** Viscosity shall be 80 10 KU when tested in conformance with D 562 at 77°F.

1.2.2 **Directional Reflectance.** Directional reflectance, when determined without reflective beads, shall be a minimum of 80 percent for white and 50 percent for yellow when tested in conformance with E 97.

1.2.3 **Color.**

1.2.3.1 **Production.** The color of the dry paint film of the production sample shall essentially match the color chips (Nos. 37886 or 33538) in Federal Standard 595 when compared instrumentally.

1.2.3.2 **Control.** Control sample color matching determinations will be made using a Pacific Scientific Color Machine and the C.I.E. Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the dry paint film sample:

	STANDARD CHIP		DELTA TOLERANCE	RANGE
WHITE (37886)	X	0.320	0.020	0.300 - 0.340
	Y	0.330	0.020	0.310 - 0.350
YELLOW (33538)	X	0.490	0.030	0.460 - 0.520
	Y	0.440	0.030	0.410 - 0.470

- 1.2.4 **Dry Opacity.** Dry opacity shall have a minimum contrast ratio of 0.98 when tested in conformance with Federal Test Method 4121, Procedure B using a 0.015 in. Bird Applicator or 0.030 Doctor Blade.
- 1.2.5 **Bleeding Ratio.** Bleeding ratio shall be a minimum of 0.95 when tested as specified in Federal Specification TT-P-85, Modified. The asphalt-saturated felt shall conform to Federal Specification HH-R-590 or HH-R-595.
- 1.2.6 **Flexibility.** The pigmented binder shall not display cracking or flaking when subjected to the flexibility test of TT-P-85, with the exception that the panels shall be 35 to 31 gauge (0.0078 to 0.0112 in.) tin plate approximately 3 x 6 in. The tin plates shall be lightly buffed with steel wool and thoroughly cleaned with solvent and dried before being used for the test.
- 1.2.7 **Total Solids.** Total solids shall be a minimum of 70 percent by weight when tested in conformance with Federal Test Method 4041.1, Volatile and Nonvolatile Content (ordinary lab oven).
- 1.2.8 **Settling Rate.** Settlement rating shall not be less than 8 when tested in conformance with D869 and D1309.
- 1.2.9 **Weight per Gallon.** The weight per gallon shall be within 0.3 lb./gal of the sample of the material which was tested on the NTPEP Northeast Test Deck.
- 1.3 **Certification.** The manufacturer shall certify that any paint supplied during the Contract conforms to the identical formulation as the samples submitted for evaluation on the NTPEP Northeast Test Deck, and identify the formulas by referring to the code used on the deck. Any paint which fails to conform to the identical formulation on the Northeast Test Deck will be rejected. The manufacturer shall provide the following:
  - 1.3.1 Certification in conformance with TC-1.02.
  - 1.3.2 Material Safety Data Sheets for all materials submitted for testing and use.
  - 1.3.3 The name or the type of colorant material used to make the nonleaded yellow color to indicate compliance with this Specification. The Jurisdiction will keep the paint composition and chemical analysis information confidential.
  - 1.3.4 Application temperature ranges and optimum temperatures of paints for fast drying when measured at the spray gun nozzle.
  - 1.3.5 A facility, in operation, capable of producing the paint in the quantity and quality required by the Jurisdiction.
  - 1.3.6 A laboratory capable of performing the required tests. This laboratory will be subject to the Jurisdiction's approval.
  - 1.3.7 A list of qualified products can be found at the end of these Specifications.
- 1.4 **Quality Assurance Testing**
  - 1.4.1 Prior to shipment, the manufacturer shall collect samples from each production batch, test the paint, and provide a certified analysis that the paint conforms to the physical and chemical requirements of this Specification. A copy of the certified analysis shall accompany each batch of paint from the each batch tested. All costs associated with testing each batch of paint shall be borne solely by the vendor.

- 1.4.2 The requesting jurisdiction reserves the right to retest each delivery, at the requesting agency's expense.
- 1.4.3 Paint delivered that was not tested and certified, or accepted paint that is later determined by the requesting jurisdiction to be defective, shall be retrieved by the manufacturer at no expense to the requesting jurisdiction, and any payments made by the requesting jurisdiction for the returned paint shall be reimbursed to the requesting jurisdiction by the vendor.
- 1.4.4 The manufacturer shall certify that any paint supplied during the contract period shall conform to the identical formulation as the samples submitted for evaluation on the NTPEP northern test decks, and identify the formulas by referring to the code used on the decks. Any paint that fails to conform will be rejected.
- 1.4.5 Certification of lead-free yellow paint shall include, on request and for the purpose of showing compliance with this Specification, the name or the type of colorant used to achieve the yellow color. The requesting jurisdiction will keep the paint composition and chemical analysis information confidential.
- 1.4.6 Baltimore County will return any paint that does not perform as specified. Replacement or refund must be offered.

## 1.5 **Delivery.**

- 1.5.1 **Paint.** Paint shall be supplied in 55 gallon drums conforming to IC Specification 17-h, with removable lids. Lids shall have reusable, leak-proof gaskets and outside locking rings or clamps, and shall be free from exterior or interior rust.
  - 1.5.1.1 Each drum shall contain 50 gallons of paint based on volume at 77°F. Material information, including color, shall be clearly marked on the outside of each drum.
  - 1.5.1.2 Paint shall not skin, curdle, settle or be unusable or difficult to apply within 12 months of the date of manufacture.
  - 1.5.1.3 For the duration of the Contract, the successful bidder shall have the capability of delivering a minimum of 3000 gallons of the required paint within 15 calendar days after receipt of a purchase order. A purchase order shall be deemed to be received by the Vendor on the day sent when submitted electronically via email or by facsimile transmission. Deliveries to the Jurisdiction facilities shall be made between 7:30 AM and 2:00 PM any day except Saturday, Sunday, and legal holidays.
- 1.5.2 **Notification of delivery.** A notification of delivery and estimated time of arrival shall be given to the specific delivery location at least two working days prior to the expected delivery date. Failure to provide proper notification may result in a lengthy unloading delay, which will be at no additional cost to the Jurisdiction.

## 1.6 **Modification of the Specifications:** The above specifications may be modified from time to time if the following conditions exist:

- 1.6.1 Both the vendor and the participating jurisdictions agree to the specification modification.

- 1.6.2 Any resultant price increase does not exceed 10% of the then current paint price. Any modification resulting in a price change of more than + 10% shall require that the contract be re-bid.
- 1.6.3 The purpose of this clause is to allow for minor specification modifications that may be in the best interest of the participating jurisdictions that are the result of new technologies, industry standard changes, and the like, without requiring the entire contract to be rebid.
- 1.6.4 Any contract modifications shall require a formal contract document detailing the modification and the reasoning behind the modification, signed by all participating parties.

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1017  
TRAFFIC PAINT  
SPECIFICATIONS**

**Qualified Products for Waterbourne Traffic Marking Materials  
(Fast Dry,60 second no-track)**

<b>Manufacturer</b>	<b>Color</b>	<b>NTPEP Code</b>	<b>Mfg. Code</b>
Ennis	White	Str 98-PA 18	EP200W14
Ennis	White	Str 98-PA 20	EP200W16
Centerline	White	Str 98-PA 96	CL8210
Ennis	White	Str 98-PA 19	EP200W15
Douglas	White	Str 98-PA 212	301-98
Centerline	White	Str 98-PA 102	CL8216
Balt. Sherwin Williams	White	Str 98-PA 140	BP15612
Centerline	White	Str 98-PA 104	CL8218
Centerline	White	Str 98-PA 100	CL8214
Balt. Sherwin Williams	White	Str 98-PA 136	BP15608
Linear Dynamics	White	Str 98-PA 161	LD981004
Linear Dynamics	White	Str 98-PA 162	LD981005
Centerline	White	Str 98-PA 106	CL8220
Balt. Sherwin Williams	White	Str 98-PA 145	BP15617
Ennis	White	Str 98-PA 17 (tie)	EP200W13
Linear Dynamics	White	Str 98-PA 159 (tie)	LD981002
Ennis	White	PMM2000PA-62	EP415W04
LaFarge	White	PMM2000PA-111	LRM00WB20
LaFarge	White	PMM2000PA-112	LRM00WB21
Rhom & Haas	White	PMM2000PA-146	DCS2760-1
Rhom & Haas	White	PMM2000PA-158A	DCS2760-14
Sherwin Williams	White	PMM2000PA-178	BP17320

<b>Manufacturer</b>	<b>Color</b>	<b>NTPEP Code</b>	<b>Mfg. Code</b>
Balt. Sherwin Williams	Yellow	Str 98-PA 149	BP15621
Balt. Sherwin Williams	Yellow	Str 98-PA 151	BP15623
Balt. Sherwin Williams	Yellow	Str 98-PA 141	BP15613
Linear Dynamics	Yellow	Str 98-PA 163	LD981007
Balt. Sherwin Williams	Yellow	Str 98-PA 138	BP15610
Ennis	Yellow	PMM2000PA-65	EP415Y02
Ennis	Yellow	PMM2000PA-67	EP415Y04
Ennis	Yellow	PMM2000PA-68	EP415Y05
Ennis	Yellow	PMM2000PA-69	EP415Y06

BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1017  
TRAFFIC PAINT  
Due Date: 9/8/16, Time: 3:00 P.M.

**PROPOSAL SIGNATURE COVER PAGE**

**SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TAX ID NUMBER (FIN/SS#) \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Is your company a certified Minority Business Enterprise?** *Bidders must complete the applicable Minority Participation Affidavit attached.*

**Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package.** \_\_\_\_\_

**Is your firm in compliance** with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here \_\_\_\_\_

**NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within \_\_\_\_\_ calendar days after receipt of order.

Payment Terms: \_\_\_\_\_ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE**  
**REQUEST FOR BID NO. B-1017**  
**TRAFFIC PAINT**  
**Due Date: 9/8/16, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<b>COMMODITY CODE: 630-66</b>  <b>Paint, traffic, Waterborne, 50 gallons, in 55 gallon drum, yellow acrylic, as per specifications.</b>  <b>Ntpep Code: Str-_____</b> <b>(Provide your Ntpep Code and product specification sheet with your bid)</b>	50,000	Gal	\$ _____	\$ _____
2	<b>COMMODITY CODE: 630-66</b>  <b>Paint, traffic, Waterborne, 50 gallons in 55 gallon drum, white acrylic, as per specifications.</b>  <b>Ntpep Code: Str-_____</b> <b>(Provide your Ntpep Code and product specification sheet with your bid)</b>	20,000	Gal	\$ _____	\$ _____

**GRAND TOTAL**      \$ \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**FED ID OR SOCIAL SECURITY NO.** \_\_\_\_\_