

**REQUEST FOR BID NO. B-1207 OPENED 12/01/17 @ 3:00 P.M.  
VEHICULAR BATTERIES**

EV 1804

<b>Vendor</b>	<b>Best Battery Co Inc</b>	<b>Tri-State Battery &amp; Auto Electric Inc.</b>	<b>P &amp; H Auto Electric Inc</b>	<b>Northeast Battery and Alternator Inc</b>	<b>Fleet Pride Inc.</b>	<b>Johnson &amp; Towers Inc</b>
		<b>Auto Electric Inc.</b>		<b>Alternator Inc</b>		
1	\$716.04	\$1,061.97	\$1,355.64	\$975.00	\$1,014.00	\$1,584.18
2	\$2,418.18	\$3,931.08	\$4,602.66	\$3,444.00	\$3,693.69	\$5,765.01
3	\$1,119.00	\$1,323.60	\$1,620.12	\$1,440.00	\$0.00	\$2,771.16
4	\$3,543.50	\$4,973.06	\$5,568.90	\$5,320.00	\$4,443.34	\$8,775.34
5	\$1,707.04	\$2,302.40	\$2,400.80	\$2,240.00	\$1,879.68	\$4,043.20
6	\$16,216.88	\$26,045.20	\$24,905.20	\$24,320.00	\$19,395.20	\$38,410.40
7	\$604.94	\$744.66	\$775.46	\$980.00	\$631.40	\$1,316.28
8	\$1,641.98	\$1,998.04	\$2,092.28	\$1,900.00	\$0.00	\$2,971.98
9	\$1,951.56	\$2,764.32	\$2,645.76	\$2,691.00	\$2,227.68	\$3,864.90
10	\$12,110.98	\$20,117.58	\$23,003.68	\$18,620.00	\$17,316.60	\$26,397.84
11	\$2,398.91	\$3,212.35	\$3,608.41	\$3,280.00	\$2,617.85	\$4,602.25
12	\$73,467.00	\$72,324.18	\$69,839.00	\$68,025.00	\$65,122.60	\$98,128.33
13	\$8,750.75	\$9,793.30	\$9,706.30	\$8,700.00	\$7,931.50	\$14,028.75
14	\$107.62	\$135.42	\$135.18	\$130.00	\$0.00	\$180.60
15	\$643.72	\$854.70	\$884.80	\$770.00	\$712.88	\$1,179.92
16	\$5,885.44	\$7,814.40	\$7,466.24	\$7,040.00	\$5,859.84	\$10,787.84
17	\$49,500.00	\$57,675.00	\$55,732.50	\$48,750.00	\$48,705.00	\$76,350.00
18	\$560.00	\$741.44	\$777.00	\$700.00	\$0.00	\$1,411.62
19	\$1,890.00	\$0.00	\$2,887.50	\$2,310.00	\$2,297.40	\$3,929.52
20	\$11,403.60	\$15,870.40	\$16,172.00	\$13,000.00	\$13,884.00	\$22,175.40
21	\$1,615.50	\$1,908.30	\$1,990.50	\$1,650.00	\$1,880.10	\$2,611.50
22	\$620.00	\$645.00	\$642.10	\$500.00	\$547.00	\$935.60
23	\$19,158.00	\$21,824.67	\$22,044.06	\$17,613.00	\$20,004.66	\$28,910.04
24	(\$48,000.00)	(\$64,000.00)	(\$42,000.00)	(\$28,000.00)	\$0.00	(\$82,960.00)
25	(\$174,000.00)	(\$180,000.00)	(\$126,000.00)	(\$84,000.00)	\$0.00	\$0.00
<b>Total Bid</b>	<b>(\$3,969.36)</b>	<b>\$14,061.07</b>	<b>\$92,856.09</b>	<b>\$122,398.00</b>	<b>\$220,164.42</b>	<b>\$278,171.66</b>



# MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND  
Office of Budget and Finance



Document ID: 00003779

Fiscal Year: 2018

Version: 1 New

Buyer: Brian Mohnney

*Bm*

Buyer Phone: 410-887-3243

Effective Date: 02/01/18

Expiration Date: 01/31/19

Date Printed: December 26, 2017

Vendor ID: VC0000010119

Best Battery Co Inc

4015 Fleet Street

Baltimore MD 21224

Document Description: Vehicular Batteries, as specified.

Approved by County Council:

Not to Exceed:

Reason for Modification:

## Extended Description:

Incorporating the Baltimore County Solicitation #B-1207 dated 12/01/17, as amended by Amendment 1 dated 11/24/17, and Amendment 2 dated 11/28/17, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Pursuant to Request for Bid B-1207, three (3) total awards are being made to a Primary, Secondary, and Tertiary Contractor. Vendor named on this Master Agreement is awarded as the Primary Contractor for Vehicular Batteries. Vendor Contact: Rosanna Best Corbin, 410-342-8060 or rosanna@bestbattery.com. Delivery: 3 days ARO.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

**MASTER AGREEMENT**

Document ID: 00003779

Version: 1

Vendor: VC0000010119

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	06012	EACH	\$18.3600	0.0000	\$0.00
Battery, Vehicular, BCI Group UIL, 230 CCA, Exide, as specified.					
2	06012	EACH	\$19.6600	0.0000	\$0.00
Battery, Vehicular, BCI Group UIL, 300 CCA, Exide, as specified.					
3	06012	EACH	\$93.2500	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 800 CCA, Exide, as specified.					
4	06012	EACH	\$93.2500	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 1,000 CCA, Exide, as specified.					
5	06012	EACH	\$106.6900	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,200 CCA, Exide, as specified.					
6	06012	EACH	\$106.6900	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,300 CCA, Exide, as specified.					
7	06012	EACH	\$43.2100	0.0000	\$0.00
Battery, Vehicular, BCI Group 24/24F, 550 CCA, Exide, as specified.					
8	06012	EACH	\$43.2100	0.0000	\$0.00
Battery, Vehicular, BCI Group 26, 550 CCA, Exide, as specified.					
9	06012	EACH	\$50.0400	0.0000	\$0.00
Battery, Vehicular, BCI Group 27/27F, 715 CCA, Exide, as specified.					
10	06012	EACH	\$45.5300	0.0000	\$0.00
Battery, Vehicular, BCI Group 27DC, 105 CCA, Exide, as specified.					
11	06012	EACH	\$58.5100	0.0000	\$0.00
Battery, Vehicular, BCI Group 30, 625 CCA, Exide, as specified.					
12	06012	EACH	\$81.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 31, 950 CCA, Exide, as specified.					
13	06012	EACH	\$60.3500	0.0000	\$0.00
Battery, Vehicular, BCI Group 34/78, 700 CCA, Exide, as specified.					

**MASTER AGREEMENT**

Document ID: 00003779

Version: 1

Vendor: VC0000010119

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	06012	EACH	\$53.8100	0.0000	\$0.00
Battery, Vehicular, BCI Group 47, 590 CCA, Exide, as specified.					
15	06012	EACH	\$45.9800	0.0000	\$0.00
Battery, Vehicular, BCI Group 58R, 580 CCA, Exide, as specified.					
16	06012	EACH	\$45.9800	0.0000	\$0.00
Battery, Vehicular, BCI Group 58, 560 CCA, Exide, as specified.					
17	06012	EACH	\$66.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 65, 850 CCA, Exide, as specified.					
18	06012	EACH	\$40.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 70, 525 CCA, Exide, as specified.					
19	06012	EACH	\$45.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 74, 555 CCA, Exide, as specified.					
20	06012	EACH	\$43.8600	0.0000	\$0.00
Battery, Vehicular, BCI Group 75, 650 CCA, Exide, as specified.					
21	06012	EACH	\$53.8500	0.0000	\$0.00
Battery, Vehicular, BCI Group 75DT, 650 CCA, Exide, as specified.					
22	06012	EACH	\$62.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 690 CCA, Exide, as specified.					
23	06012	EACH	\$62.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 770 CCA, Exide, as specified.					
24	06012	EACH	\$12.0000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Storeroom, as specified.					
25	06012	EACH	\$14.5000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Landfill Locations, as specified.					
26	06012		\$0.0000	0.0000	\$0.00
Battery, Vehicular, 0% Discount, Exide, Blanket Encumbrance, for Line Items Listed on this Agreement.					

**MASTER AGREEMENT**

Document ID: 00003779

Version: 1

Vendor: VC0000010119

Renewal Period No:	1	Renewal Begin Date:	02/01/19	Renewal End Date:	01/31/20
Renewal Period No:	2	Renewal Begin Date:	02/01/20	Renewal End Date:	01/31/21
Renewal Period No:	3	Renewal Begin Date:	02/01/21	Renewal End Date:	01/31/22
Renewal Period No:	4	Renewal Begin Date:	02/01/22	Renewal End Date:	01/31/23

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
  2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
  3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
  4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
  5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). 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.
  6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
  7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
  8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
  9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
  10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
  11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
  12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
  13. Material Safety Data Sheet: 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, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
  14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
  15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
  16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
  17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
  18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
  20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County, and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:  
By: *R. Cetta Bae*  
Director of Budget and Finance  
or Director's designee

Baltimore County, Maryland  
B. *[Signature]*  
County Administrative Officer 1424

Reviewed for Legal Sufficiency  
(based upon typed document)  
By: *[Signature]*  
Baltimore County Office of Law 1424  
(approval does not convey approval or disapproval of substantive nature of the transaction)

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# MASTER AGREEMENT

**BALTIMORE COUNTY, MARYLAND**  
Office of Budget and Finance



Document ID: 00003780

Fiscal Year: 2018

Version: 1 New

Buyer: Brian Mohnhey

Buyer Phone: 410-887-3243

Effective Date: 02/01/18

Expiration Date: 01/31/19

Date Printed: December 26, 2017

Vendor ID: VC0000015215

Tri-State Battery & Auto Electric Inc.

107- H Albe Drive

Newark DE 19702

Document Description: Vehicular Batteries, as specified.

Approved by County Council:

Not to Exceed:

Reason for Modification:

## Extended Description:

Incorporating the Baltimore County Solicitation #B-1207 dated 12/01/17, as amended by Amendment 1 dated 11/24/17, and Amendment 2 dated 11/28/17, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Pursuant to Request for Bid, three (3) total awards are being made to a Primary, Secondary, and Tertiary Contractor. Vendor named on this Master Agreement is awarded as the Secondary Contractor for Vehicular Batteries. Vendor Contact: Emory Sutch II, 302-292-2330 or [egsutch@tristatebattery.com](mailto:egsutch@tristatebattery.com). Delivery: 1 day ARO.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

**MASTER AGREEMENT**

Document ID: 00003780

Version: 1

Vendor: VC0000015215

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	06012	EACH	\$27.2300	0.0000	\$0.00
Battery, Vehicular, BCI Group U1L, 230 CCA, East Penn, as specified.					
2	06012	EACH	\$31.9600	0.0000	\$0.00
Battery, Vehicular, BCI Group U1L, 300 CCA, East Penn, as specified.					
3	06012	EACH	\$110.3000	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 800 CCA, East Penn, as specified.					
4	06012	EACH	\$130.8700	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 1,000 CCA, East Penn, as specified.					
5	06012	EACH	\$143.9000	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,200 CCA, East Penn, as specified.					
6	06012	EACH	\$171.3500	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,300 CCA, East Penn, as specified.					
7	06012	EACH	\$53.1900	0.0000	\$0.00
Battery, Vehicular, BCI Group 24/24F, 550 CCA, East Penn, as specified.					
8	06012	EACH	\$52.5800	0.0000	\$0.00
Battery, Vehicular, BCI Group 26, 550 CCA, East Penn, as specified.					
9	06012	EACH	\$70.8800	0.0000	\$0.00
Battery, Vehicular, BCI Group 27/27F, 715 CCA, East Penn, as specified.					
10	06012	EACH	\$75.6300	0.0000	\$0.00
Battery, Vehicular, BCI Group 27DC, 105 CCA, East Penn, as specified.					
11	06012	EACH	\$78.3500	0.0000	\$0.00
Battery, Vehicular, BCI Group 30, 625 CCA, East Penn, as specified.					
12	06012	EACH	\$79.7400	0.0000	\$0.00
Battery, Vehicular, BCI Group 31, 950 CCA, East Penn, as specified.					
13	06012	EACH	\$67.5400	0.0000	\$0.00
Battery, Vehicular, BCI Group 34/78, 700 CCA, East Penn, as specified.					

**MASTER AGREEMENT**

Document ID: 00003780

Version: 1

Vendor: VC0000015215

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	06012	EACH	\$67.7100	0.0000	\$0.00
Battery, Vehicular, BCI Group 47, 590 CCA, East Penn, as specified.					
15	06012	EACH	\$61.0500	0.0000	\$0.00
Battery, Vehicular, BCI Group 58R, 580 CCA, East Penn, as specified.					
16	06012	EACH	\$61.0500	0.0000	\$0.00
Battery, Vehicular, BCI Group 58, 560 CCA, East Penn, as specified.					
17	06012	EACH	\$76.9000	0.0000	\$0.00
Battery, Vehicular, BCI Group 65, 850 CCA, East Penn, as specified.					
18	06012	EACH	\$52.9600	0.0000	\$0.00
Battery, Vehicular, BCI Group 70, 525 CCA, East Penn, as specified.					
19	06012	EACH	\$61.0400	0.0000	\$0.00
Battery, Vehicular, BCI Group 74, 555 CCA, East Penn, Note: Group 74 no longer available- replaced with BCI Group 75, 650 CCA, as specified.					
20	06012	EACH	\$61.0400	0.0000	\$0.00
Battery, Vehicular, BCI Group 75, 650 CCA, East Penn, as specified.					
21	06012	EACH	\$63.6100	0.0000	\$0.00
Battery, Vehicular, BCI Group 75DT, 650 CCA, East Penn, as specified.					
22	06012	EACH	\$64.5000	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 690 CCA, East Penn, as specified.					
23	06012	EACH	\$70.6300	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 770 CCA, East Penn, as specified.					
24	06012	EACH	\$16.0000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Storeroom, as specified.					
25	06012	EACH	\$15.0000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Landfill Locations, as specified.					
26	06012		\$0.0000	0.0000	\$0.00
Battery, Vehicular, 0% Discount, East Penn, Blanket Encumbrance, for line items listed on this Agreement.					

**MASTER AGREEMENT**

Document ID: 00003780

Version: 1

Vendor: VC0000015215

Renewal Period No:	1	Renewal Begin Date:	02/01/19	Renewal End Date:	01/31/20
Renewal Period No:	2	Renewal Begin Date:	02/01/20	Renewal End Date:	01/31/21
Renewal Period No:	3	Renewal Begin Date:	02/01/21	Renewal End Date:	01/31/22
Renewal Period No:	4	Renewal Begin Date:	02/01/22	Renewal End Date:	01/31/23

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
  2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
  3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
  4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
  5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). 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.
  6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
  7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
  8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
  9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
  10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
  11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
  12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
  13. Material Safety Data Sheet: 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, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
  14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
  15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
  16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
  17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
  18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
  20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: Rosetta Khan

Director of Budget and Finance  
or Director's designee

Baltimore County, Maryland

By: [Signature]

County Administrative Officer 1425

Reviewed for Legal Sufficiency

(based upon typeset document)

By: [Signature]

Baltimore County Office of Law 1425

(approval does not convey approval or disapproval of substantive nature of the transaction)



# MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND  
Office of Budget and Finance



Document ID: 00003781

Fiscal Year: 2018

Version: 1 New

Buyer: Brian Mohnney

Buyer Phone: 410-887-3243

Effective Date: 02/01/18

Expiration Date: 01/31/19

Date Printed: December 28, 2017

Vendor ID: VC005238

P & H AUTO ELECTRIC INC

7990-92 E BALTIMORE ST

BALTIMORE MD 212240589

Document Description: Vehicular Batteries, as specified.

Approved by County Council:

Not to Exceed:

Reason for Modification:

## Extended Description:

Incorporating the Baltimore County Solicitation #B-1207 dated 12/01/17, as amended by Amendment 1 dated 11/24/17, and Amendment 2 dated 11/28/17, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Pursuant to Request for Bid, three (3) total awards are being made to a Primary, Secondary, and Tertiary Contractor. Vendor named on this Master Agreement is awarded as the Tertiary Contractor for Vehicular Batteries. Vendor Contact: Matthew Hatfield, 410-282-1830 or mchatfield.pha@gmail.com. Delivery: 1 day ARO

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

**MASTER AGREEMENT**Document ID: 00003781  
Vendor: VC005238

Version: 1

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	06012	EACH	\$34.7600	0.0000	\$0.00
Battery, Vehicular, BCI Group U1L, 230 CCA, Exide, as specified.					
2	06012	EACH	\$37.4200	0.0000	\$0.00
Battery, Vehicular, BCI Group U1L, 300 CCA, Exide, as specified.					
3	06012	EACH	\$135.0100	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 800 CCA, Exide, as specified.					
4	06012	EACH	\$146.5500	0.0000	\$0.00
Battery, Vehicular, BCI Group 4D, 1,000 CCA, Exide, as specified.					
5	06012	EACH	\$150.0500	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,200 CCA, Exide, as specified.					
6	06012	EACH	\$163.8500	0.0000	\$0.00
Battery, Vehicular, BCI Group 8D, 1,300 CCA, Exide, as specified.					
7	06012	EACH	\$55.3900	0.0000	\$0.00
Battery, Vehicular, BCI Group 24/24F, 550 CCA, Exide, as specified.					
8	06012	EACH	\$55.0600	0.0000	\$0.00
Battery, Vehicular, BCI Group 26, 550 CCA, Exide, as specified.					
9	06012	EACH	\$67.8400	0.0000	\$0.00
Battery, Vehicular, BCI Group 27/27F, 715 CCA, Exide, as specified.					
10	06012	EACH	\$86.4800	0.0000	\$0.00
Battery, Vehicular, BCI Group 27DC, 105 CCA, Exide, as specified.					
11	06012	EACH	\$88.0100	0.0000	\$0.00
Battery, Vehicular, BCI Group 30, 625 CCA, Exide, as specified.					
12	06012	EACH	\$77.0000	0.0000	\$0.00
Battery, Vehicular, BCI Group 31, 950 CCA, Exide, as specified.					
13	06012	EACH	\$66.9400	0.0000	\$0.00
Battery, Vehicular, BCI Group 34/78, 700 CCA, Exide, as specified.					



**MASTER AGREEMENT**

Document ID: 00003781

Version: 1

Vendor: VC005238

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	06012	EACH	\$67.5900	0.0000	\$0.00
Battery, Vehicular, BCI Group 47, 590 CCA, Exide, as specified.					
15	06012	EACH	\$63.2000	0.0000	\$0.00
Battery, Vehicular, BCI Group 58R, 580 CCA, Exide, as specified.					
16	06012	EACH	\$58.3300	0.0000	\$0.00
Battery, Vehicular, BCI Group 58, 560 CCA, Exide, as specified.					
17	06012	EACH	\$74.3100	0.0000	\$0.00
Battery, Vehicular, BCI Group 65, 850 CCA, Exide, as specified.					
18	06012	EACH	\$55.5000	0.0000	\$0.00
Battery, Vehicular, BCI Group 70, 525 CCA, Exide, as specified.					
19	06012	EACH	\$68.7500	0.0000	\$0.00
Battery, Vehicular, BCI Group 74, 555 CCA, Exide, as specified.					
20	06012	EACH	\$62.2000	0.0000	\$0.00
Battery, Vehicular, BCI Group 75, 650 CCA, Exide, as specified.					
21	06012	EACH	\$66.3500	0.0000	\$0.00
Battery, Vehicular, BCI Group 75DT, 650 CCA, Exide, as specified.					
22	06012	EACH	\$64.2100	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 690 CCA, Exide, as specified.					
23	06012	EACH	\$71.3400	0.0000	\$0.00
Battery, Vehicular, BCI Group 78, 770 CCA, Exide, as specified.					
24	06012	EACH	\$10.5000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Storeroom, as specified.					
25	06012	EACH	\$10.5000	0.0000	\$0.00
Battery, Credit, Junk Batteries, Picked up from Landfill Locations, as specified.					
26	06012		\$0.0000	0.0000	\$0.00
Battery, Vehicular, 0% Discount, Exide and Crown, Blanket Encumbrance, for line items listed on this Agreement.					

**MASTER AGREEMENT**

Document ID: 00003781

Version: 1

Vendor: VC005238

Renewal Period No:	1	Renewal Begin Date:	02/01/19	Renewal End Date:	01/31/20
Renewal Period No:	2	Renewal Begin Date:	02/01/20	Renewal End Date:	01/31/21
Renewal Period No:	3	Renewal Begin Date:	02/01/21	Renewal End Date:	01/31/22
Renewal Period No:	4	Renewal Begin Date:	02/01/22	Renewal End Date:	01/31/23

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
  2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
  3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
  4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
  5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). 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.
  6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
  7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
  8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
  9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
  10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
  11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
  12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
  13. Material Safety Data Sheet: 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, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
  14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
  15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
  16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
  17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
  18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
  20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: Corretta Burke

Director of Budget and Finance  
or Director's designee

Baltimore County, Maryland

By: [Signature]

County Administrative Officer 1430

Reviewed for Legal Sufficiency  
(based upon typeset document)

By: Russell Taylor

Baltimore County Office of Law 1430

(approval does not convey approval or disapproval of substantive nature of the transaction)





## Baltimore Regional Cooperative Purchasing Committee

### REQUEST FOR BID NO. B-1207 VEHICULAR BATTERIES

Due Date: 12/01/17, Time: 3:00 PM

Direct all questions to the lead agency:

Brian Mohny, Staff Buyer

Phone: 410-887-3243

[bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov)

*original*

AMENDMENT NO. 2  
DATED 11/28/17

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 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-1207  
VEHICULAR BATTERIES**

**AMENDMENT NO. 2**

The following information is offered, as the result of correspondence received prior to November 28, 2017.

- 1. Question:** May I have a copy of the current battery contract?

**Answer:** Attached, please find pricing from our current Agreement with Best Battery Company, Inc.
- 2. Question:** The quantities up for bid - are they just the County usage or is this the usage for the County and the other agencies buying on the bid?

**Answer:** The quantities shown are the combined estimated annual usage for all jurisdictions participating in this solicitation.
- 3. Question:** Picking up cores at the landfills and recycling centers- What are the locations?

**Answer:** For Baltimore County Government, cores will be picked up at the Eastern Sanitary Landfill, 6259 Days Cove Road, White Marsh, MD 21162. The other participating jurisdictions will provide any landfill locations at the time of award.
- 4. Question:** How many cores can we expect to pick-up, and how often is pick-up necessary?

**Answer:** An exact number of cores is not available. Pick-ups should be performed on a minimum monthly basis.
- 5. All other terms and conditions remain the same.**

**MASTER AGREEMENT**

Document ID: 00002367

Version: 9

Vendor: VC0000010119

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
2	06012	EACH	\$10.0000	0.0000	\$0.00
Credit, battery, junk, picked up from jurisdiction storeroom locations, one for one (purchase one/ one turned in as core), as specified.					
3	06012	EACH	\$13.5000	0.0000	\$0.00
Credit, battery, junk, picked up from landfill locations, as specified.					
4	06012		\$0.0000	0.0000	\$0.00
Battery, vehicular, 0% discount off price sheet, as specified. Mfg: Exide and Deka.					

Renewal Period No: 1

Renewal Begin Date: 02/01/14

Renewal End Date: 01/31/15

Renewal Period No: 2

Renewal Begin Date: 02/01/15

Renewal End Date: 01/31/16

Renewal Period No: 3

Renewal Begin Date: 02/01/16

Renewal End Date: 01/31/17

Renewal Period No: 4

Renewal Begin Date: 02/01/17

Renewal End Date: 01/31/18



## Baltimore Regional Cooperative Purchasing Committee

### REQUEST FOR BID NO. B-1207 VEHICULAR BATTERIES

Due Date: 12/01/17, Time: 3:00 PM

Direct all questions to the lead agency:

Brian Mohny, Staff Buyer

Phone: 410-887-3243

[bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov)

AMENDMENT NO. 1  
DATED 11/24/17

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 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-1207  
VEHICULAR BATTERIES**

**AMENDMENT NO. 1**

The following information is offered, as the result of correspondence received on November 24, 2017.

1. Please amend Section 1 of the General Conditions (page 22), to include the following:
  - 1.3 Baltimore County reserves the right to add additional vehicular batteries to this contract at any time during the term of this agreement. The Contractor will be notified of the County's intent to include said batteries within the constraints of this agreement. The Contractor shall quote a price for the requested batteries. The quote shall be submitted in writing to the Purchasing Agent for review. Baltimore County reserves the right to accept or reject the Contractor's proposal. If rejected, the County shall solicit bids on the open market for the required vehicular batteries. Award of new batteries to a current contractor's agreement shall conform to the intent of the solicitation under Section 5 titled AWARD. Successful bidder will be notified in writing of the inclusion of the new vehicular batteries.
2. All other terms and conditions remain the same.



## Baltimore Regional Cooperative Purchasing Committee

### REQUEST FOR BID NO. B-1207 VEHICULAR BATTERIES

Due Date: 12/01/17, Time: 3:00 PM

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

Brian Mohny, Staff Buyer

Phone: 410-887-3243

**[bid@baltimorecountymd.gov](mailto:bid@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 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-1207  
VEHICULAR BATTERIES**

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- II. Additional General Instructions for Solicitations**
- III. Procurement Affidavit**
- IV. Minority Participation Affidavit**
- V. Taxpayer Identification Number (TIN) and Certification**
- VI. Insurance Provisions**
- VII. General Conditions**
- VIII. Specifications**
- IX. Current Service Locations by Participating Jurisdiction**
- X. Current Annual Usage and Bid Evaluation Form**
- XI. Bid/Proposal Signature Cover Page**

## BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPCPC)

### I. GENERAL INSTRUCTIONS 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 BRPCPC.
- 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/purchasing](http://www.baltimorecountymd.gov/purchasing). 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 BRCP'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 BRCP 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 BRCP.
- 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 Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRPC.

#### 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.

BRPCPC 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 BRPC.

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 underutilized 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  
II. 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.

## II. ADDITIONAL GENERAL INSTRUCTIONS FOR SOLICITATIONS

### 1. Instructions, Forms and Specifications

1.1 Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 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.

1.3 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.

1.4 Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in MS Word format. The CD 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.

1.5 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 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).

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

### 3. Reservations

3.1 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.

3.2 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.

3.3 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 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.

4.2 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.

6. **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.

## **7. Authority**

7.1 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.

7.2 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.

7.3 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.

Rev. 11/09

**BALTIMORE COUNTY, MARYLAND  
III. PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] \_\_\_\_\_ and I am duly authorized to represent and bind [business name] \_\_\_\_\_ (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]:

---

**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 was formed in the State of *(Insert State Name)*: \_\_\_\_\_

(2) The Business is a *(please select one)*:

- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor
- ☐ Other: \_\_\_\_\_

*(If sole proprietor #3 below does not apply, continue to #4.)*

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☐ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☐ Yes ☐ No

b. Registered Agent as shown in SDAT:

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

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

c. If not, is the business in good standing in the formed in State of origination? ☐ Yes ☐ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -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 -paid all withholding taxes due the State of Maryland prior to final settlement?

☐ Yes ☐ No

#### 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 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. (**You must check one of these**)
  - ☐ 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)

**IV. "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)

**V. 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.

**Social Security Number**

OR

**Employer Identification Number**

**CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

**CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:**

**Filing Status (Ownership) (LLC is not acceptable)**

Individual

Sole Proprietor

Corporation

Partnership

Other: (explain)

**CERTIFICATION:**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

**Signature of U.S. Person**

**Date**

**SIDE 2**

**MBE / WBE Certification**

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

**Business Ownership (Check Only One)**

<input type="checkbox"/>	G	Government Entity	<input type="checkbox"/>	O	Other: _____
<input type="checkbox"/>	H	Disabled	<input type="checkbox"/>	P	Non Profit
<input type="checkbox"/>	MA	Minority-owned, Not small business	<input type="checkbox"/>	W	Woman-owned, Small business
<input type="checkbox"/>	M	Minority-owned, Small business	<input type="checkbox"/>	WA	Woman-owned, Not small business
<input type="checkbox"/>	NS	Non-minority-owned, small business	<input type="checkbox"/>	X	Woman-owned, Minority, Small business
<input type="checkbox"/>	NL	Non-minority-owned, Large business	<input type="checkbox"/>	XA	Woman-owned, Minority, Not small business

**Type of Business/Organization**

<input type="checkbox"/>	Association	<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Government Entity	<input type="checkbox"/>	Educational Institution
<input type="checkbox"/>	Medical Service Provider	<input type="checkbox"/>	Non-profit Organization
<input type="checkbox"/>	Other: (explain) _____	<input type="checkbox"/>	Financial Institution

**Ethnicity of Ownership (Check Only One)**

<input type="checkbox"/>	A	Asian American	<input type="checkbox"/>	I	American Indian/Alaskan Native
<input type="checkbox"/>	B	African American	<input type="checkbox"/>	N	Non-minority
<input type="checkbox"/>	H	Hispanic American	<input type="checkbox"/>	O	Other Ethnic Group: _____

**Incorporation**

Incorporation State: _____ OR Date Business Started ____/____/____
--

**Signature**

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

### VI. 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..

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1207  
VEHICULAR BATTERIES**

**VII. GENERAL CONDITIONS**

**1. SCOPE.**

- 1.1 It is the intention of these specifications that: the vendor hereunder shall furnish batteries on consignment to the participating jurisdictions, and the participating jurisdictions shall purchase batteries used from the consignment stock, for all types of vehicles covered by this contract which the jurisdiction may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 Each jurisdiction reserves the right to order supplies that may be required during the said period, and they also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the jurisdiction during the period covered by this contract.

**2. TERM OF CONTRACT.**

- 2.1 The term of this contract shall be for one (1) year from the date of award. Each participating jurisdiction reserves the right to renew this contract for up to four (4) years under the same terms and conditions. Jurisdictions may automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 2.2 The vendor/contractor must maintain the insurance coverage required by this solicitation while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the jurisdiction when required.

**3. MANUFACTURER(S).**

- 3.1 Vendors must state on the pricing page the manufacturer or manufacturers of the batteries they are bidding. If bidding more than one manufacturer, indicate which batteries or groups of batteries are furnished by which manufacturer. The manufacturer as bid must remain the same for the duration of this agreement unless express written permission from BRCPC is given to change.
- 3.2 Only high quality manufacturer's with good established reputations in the industry are to be bid. BRCPC reserves the right to reject bids that are proposing substandard or unknown manufacturers. In the event a bid is to be rejected due to the manufacturer, the Vendor will be given an opportunity to provide evidence as to why the manufacturer should be accepted. After considering the evidence, the decision by BRCPC to accept or reject a manufacturer is final.
- 3.3 A copy of the manufacturer's specifications is to be provided with the bid.

**4. DISTRIBUTORS' PRICE SHEETS.**

- 4.1 The Vendor (Distributor) must provide a complete copy of the price sheet to be used under this agreement with the bid.
- 4.2 This contract will allow limited price sheet fluctuation. It shall be the vendor's responsibility to furnish the participating jurisdictions' Purchasing Bureau any changes in the price

sheets. The price sheet must be kept current. Upon award of the agreement, the successful vendor shall supply published price sheets to each requesting jurisdiction in the quantities requested by each jurisdiction.

- 4.3 Price sheet fluctuations must be based on manufacturer fluctuations only. A letter from the manufacturer explaining the nature of the price change must accompany each updated price sheet.
- 4.4 Pricing may be from the most current price sheet supplied to the jurisdiction only, no exceptions.

**5. AWARD – MULTIPLE AWARDS / PRIMARY, SECONDARY, TERTIARY.**

- 5.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 5.2 Awards shall be placed to a primary, secondary and a tertiary Contractor. As with the primary Contractor, the secondary and tertiary Contractors are bound by all the terms, conditions, and specifications required by this solicitation and subsequent contracts. The secondary and tertiary Contractors shall be called upon under this contract when the primary Contractor is unable to provide the goods due to the full use of their staff by the obligations of this contract or due to default by the Contractor because of their failure to perform.

**6. VENDOR QUALIFICATION.**

- 6.1 Vendors must provide a copy of their EPA number for disposal of junk batteries.
- 6.2 Vendors shall provide three (3) references, with phone numbers and contact persons, with whom they have had similar contracts within the last two (2) years.
  - 6.2.1 BRCPC reserves the right to reject any bid if the evidence submitted by the bidder, or from the investigation of such bidder, fails to satisfy BRCPC that such bidder is qualified to perform the obligations of the contract.

**7. ORDERS.**

- 7.1 Orders may be placed by Delivery Order, telephone, or in person by the using agency for such quantities to satisfy requirements of the participating jurisdiction.
- 7.2 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.

**8. DELIVERIES.**

- 8.1 Deliveries shall be made promptly. If deliveries are not made within twenty-four (24) hours after receipt of order, the Purchasing Agent 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 In the event the agency requests emergency service, delivery is to be made within six (6) hours after receipt of order.



- 8.3 If the Contractor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the Contractor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.
- 8.4 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of the contract.

**9. COOPERATIVE PURCHASE.**

- 9.1 The County 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.
- 9.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this 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/proposal response.

**10. REPORTS.**

- 10.1 On request from the participating jurisdiction, the successful vendor shall furnish reports to the participating jurisdictions' Purchasing Division, reflecting purchase order number, commodity code number (with abbreviated description), quantity delivered (by location/agency) and dollars invoiced. Failure to furnish required reports within 30 days after the date due may jeopardize contract renewal, and will be considered in subsequent bid evaluations. These reports may be requested no more frequently than semi-annually.

**11. MATERIAL SAFETY DATA SHEET.**

- 11.1 A Material Safety Data Sheet (MSDS) must be provided with your bid.
- 11.2 MSDS should be printed on recycled and recyclable paper printed on both sides.

**12. INVOICING / PROCUREMENT CARDS.**

- 12.1 Specific invoicing procedures shall be determined by each participating jurisdiction at the jurisdictions sole discretion. It shall be the awarded vendor's responsibility to obtain each jurisdictions invoicing procedures and to follow them exactly.
- 12.2 Orders may be charged directly to the agency's procurement cards at the sole discretion of the participating jurisdiction. Most jurisdictions have a dollar limit for such purchases. It is the Vendors responsibility to be aware of these limits and bill accordingly.
- 12.3 Cash Discounts – 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 the terms of the participating jurisdiction, whichever is later.
- 12.4 Pricing may be from the most current price sheet supplied to the jurisdiction only, no exceptions.

12.5 Under no circumstances will interest or late fees be paid.

**13. AUDITS.**

13.1 At any time during the normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection by the County, its employees or agents, 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.

**14. RESOLUTION OF CONFLICT.**

14.1 In the event of a conflict between specifications within this solicitation, that specification which, in the option of the Purchasing Agent, is in the best interest of BRCPC and the participating jurisdictions shall apply.

**15. SAMPLES.**

15.1 The successful bidder may be required to furnish samples for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.

15.2 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.

15.3 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal of the samples.

**16. INSURANCE.**

16.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

16.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

16.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

**17. ELECTRONIC SUBMITTAL PROCESS.**

17.1 The cost of preparing Bids is the responsibility of Bidders.

17.2 To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov). The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any

other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

17.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.

- 17.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2, etc.* Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 17.4 After submitting a Bid to [bid@baltimorecountymd.gov](mailto:bid@baltimorecountymd.gov), and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 17.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 17.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 17.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1207  
VEHICULAR BATTERIES**

**VIII. SPECIFICATIONS**

**1. BATTERIES.**

- 1.1 All Batteries shall conform to the following specifications, latest editions:
  - 1.1.1 Federal Specifications #W-B-131M
  - 1.1.2 Battery Council International (BCI) replacement data book
  - 1.1.3 Society of Automotive Engineers (SAE) #J537 Storage Batteries including reserve capacity (total minutes of 25 amp output at 80 degrees Fahrenheit.
  - 1.1.4 On each battery delivered, top label must be hot stamped with the battery size (BCI group #) and Cold Cranking Amps (CCA), delivery date and warranty period.
  - 1.1.5 Batteries must be delivered fully charged and ready for use.
  - 1.1.6 Whenever applicable, maintenance free batteries shall be provided.

**2. CONSIGNMENT OF STOCK.**

- 2.1 The vendor shall consign stock to the agencies of participating jurisdictions as requested. Attached to this solicitation is a list of agencies, locations, and contact persons.
- 2.2 Each agency reserves the right to increase or decrease the number of stockroom locations during the term of this contract. The types and quantities of batteries stocked at each location are at the sole discretion of each agency.
- 2.3 The Vendor shall own all stock until the Agency issues it for use. At that time, the title of ownership passes to the participating jurisdiction.
- 2.4 The Vendor must review each location's storeroom stock levels at a minimum once every two weeks. All stock issued must be replaced and the participating jurisdiction shall be invoiced appropriately. Heavy use locations will need more frequent servicing.
- 2.5 Low consignment levels that result in emergency requests to the Vendor for additional batteries are to be avoided. Additional trips just prior to bad weather may be required for certain locations.
  - 2.5.1 For example, Highway shops may need additional consignment prior to snowstorms. After the storm event, the stock should be checked again and the consignment reduced to pre-storm levels.
  - 2.5.2 Another example is consignment of lawn equipment batteries. These levels need to be higher during cutting season, and should be reduced to minimal levels during the off-season.

- 2.6 Any batteries exceeding their shelf life or that have begun to sulfate shall be replaced at no charge to the participating jurisdiction. The shelf life shall not exceed five (5) months for any consignment battery.
- 2.7 The Vendor shall post a current list of consignment stock at each location, updated each time the consignment stock level changes.

### **3. WARRANTY PERIODS.**

- 3.1 All batteries furnished shall be provided with a six (6) month free replacement warranty which begins from the date the battery is issued from stock.
- 3.2 An additional 36-month pro-rated warranty (for a total warranty of 42 months) shall be provided for batteries of the industrial and commercial application categories.
- 3.3 An additional 36-month pro-rated warranty (for a total warranty of 42 months) shall be provided for batteries of the passenger car and light truck category.
- 3.4 Pro-rated Warranty claims shall be satisfied using the contract purchase price as the initial cost and using a straight-line depreciation schedule.
- 3.5 Warranty claims shall be satisfied within five (5) working days. The Vendor shall issue a credit to the jurisdiction for the unused warranty period against the jurisdiction's account.
- 3.6 Battery failure due to damage caused by willful neglect or abuse, destruction by fire, collision, explosion, freezing, or overcharging, or theft of the unit shall not be covered under the warranty.

### **4. QUALITY ASSURANCE OF STOREROOM STOCK.**

- 4.1 At any time during the course of this agreement, the participating agency reserves the right to load test any and all batteries in stock in the storeroom. The load test will be performed by the participating jurisdiction or their chosen representative and/or agent using VAT-40 load test equipment. If over 10% of the stock on hand fails the load test, this will be considered a storeroom failure.
- 4.2 In the event of a storeroom failure, the jurisdiction will notify the Vendor and the Vendor shall replace the defective batteries within twenty-four (24) hours.
- 4.3 If the Vendor, at any time during the term of this agreement, accumulates three (3) storeroom failures in any one jurisdiction, the contract for that jurisdiction may be terminated for default.

### **5. BATTERY CORES (JUNK BATTERIES).**

- 5.1 Battery cores shall be batteries that are found to be old and unusable, and includes batteries whose age exceeds that of its applicable warranty period. These batteries shall be of the types covered by this agreement and may be from any source, including those collected at recycling centers and landfills run by the participating jurisdiction.
- 5.2 The vendor shall be required to pick-up battery cores at the time of battery deliveries at each location, as well as at other designated locations in the jurisdiction (such as landfills and recycling centers).

- 5.3 The Vendor shall dispose of the battery cores in accordance with all applicable Federal, State, Local, EPA and Department of Transportation regulations.
- 5.4 All bidders shall bid a price per battery core that they will pay the participating jurisdiction. The Vendor shall submit, on a monthly basis, a report on the number of batteries received from each location and a check made out in the name of the participating jurisdiction in payment for the battery cores pick up that month. A negative or "\$0" bid for battery cores will not be accepted and the entire bid will be rejected as non-responsive.
- 5.5 Lead / acid battery cores only are to be covered under this contract.

**6. BID EVALUATION PROCEDURE.**

- 6.1 The Vendor is to bid a discount on the price list submitted with the bid.
- 6.2 If the vendor has established a unique price list for this contract with discounts already applied, submit a bid of 0% discount off price sheet.
- 6.3 Complete the attached "Current Annual Usage for Bid Evaluation Form", inserting the discounted price under the contract for each battery listed. Note the page number in the price list where that battery can be found. Multiply each unit price bid by the quantity shown for a line total, and total the line totals for a grand total.
- 6.3.1 Provide an explanation with your bid of any variation from specifications for each item if the CCA on your unit does not meet or exceed the CCA requested. The Buyer reserves the right to substitute batteries from your price sheet that more closely match (meet or exceed) the required specification for bid evaluation purposes.
- 6.3.2 Bidding any battery more than 5% below the CCA requested will automatically be cause for the Buyer to revise your bid evaluation form.
- 6.3.3 Battery core unit payment offered should be multiplied by the number of junk cores estimated and this amount deducted from the grand total to obtain the net grand total.
- 6.3.4 BRCP reserves the right to correct arithmetic errors on proposal sheets. In any situation where an error is found, the unit price will be accepted as correct, and the extension adjusted as necessary.
- 6.4 The Award will be made to the three (3) vendors with the lowest net grand total that is both responsive and responsible per the specifications.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1207  
VEHICULAR BATTERIES**

**IX. CURRENT SERVICE LOCATIONS BY PARTICIPATING JURISDICTION**

The following are the current locations to be serviced under this contract, with available contact persons and phone numbers. The participating jurisdictions reserve the right to add or delete service locations during this contract at no additional cost.

**Anne Arundel County**

Millersville Garage  
424 Maxwell Frye Rd.  
Millersville, MD 21108  
Skip Foster, 410-222-8020

Glen Burnie Garage  
7409B Baltimore & Annapolis Blvd  
Glen Burnie, MD 21061  
Bill Leikam, 410-222-6794

Davidsonville Garage  
350 West Central Ave.  
Davidsonville, MD 21035  
Bob Curtis, 410-222-1355

**Baltimore County**

Vehicle Operations and Maintenance (VOM) Essex Shop  
511 Mace Ave  
Essex, MD 21221  
Bob Heatterich, 410-887-0274

Vehicle Operations and Maintenance (VOM) Liberty Road Shop  
9428 Liberty Road  
Randallstown, MD 21133  
John Wagner, 410-887-0787

Vehicle Operations and Maintenance (VOM) Hunt Valley Shop  
11112 Gilroy Road  
Hunt Valley, MD 21031  
Mario Matarazzo, 410-887-0655

Equipment Operations and Maintenance (EOM) Parts Shop  
12200 Long Green Pike  
Glen Arm, MD 21057  
Gary Jones, 410-887-8314

Equipment Operations and Maintenance (EOM) Essex Shop  
14 Emala Avenue  
Baltimore, MD 21220  
410-887-0306

Equipment Operations and Maintenance (EOM) Central Acceptance Facility  
201 W Warren Road  
Cockeysville, MD 21030  
Jamie Donahue, 410-887-8132

Equipment Operations and Maintenance (EOM) Inwood Shop  
74 Johnnycake Road  
Baltimore, MD 21207  
410-887-0862

Equipment Operations and Maintenance (EOM) Middletown Rd Shop  
20046 Middletown Road  
Freeland, MD 21053  
410-887-1958

Equipment Operations and Maintenance (EOM) Eastern Sanitary Landfill  
6259 Days Cove Road  
White Marsh, MD 21162  
John Robinson, 410-887-5957 or 410-887-6069

**Baltimore County Revenue Authority**

Diamond Ridge/Woodlands Golf Courses  
2309 Ridge Road  
Woodlawn, MD 21244,  
Matt Madsen, Golf Course Superintendent  
Matthew Minnich, Geoff Brittingham; Assistant Golf Course Superintendents  
Dionicio Escobar, Equipment Mechanic  
410-887-1366  
410-887-1338 FAX

Greystone Golf Course  
2115 White Hall Road  
White Hall, MD 21161  
Kevin Nash, Golf Course Superintendent  
Martin Miller, Assistant Golf Course Superintendent  
Kenneth McMillan, Equipment Mechanic  
410-887-1926, 410-887-1929 FAX

Fox Hollow Golf Course  
1 Cardigan Road  
Timonium, MD 21093  
Brian Dougherty, Golf Course Superintendent  
Eric Clatterbuck, Assistant Golf Course Superintendent  
Jason Lisiewski, Equipment Mechanic  
410-887-7732, 410-666-0160 FAX

Rocky Point Golf Course  
1935 Back River Neck Road  
Essex, MD 21221  
Bill Kozlouski, Golf Course Superintendent  
Robert Reynolds, Assistant Golf Course Superintendent  
Joe Jordan, Equipment Mechanic  
410-887-0277, 410-887-0277\*51



**Baltimore County Schools**

BCPS Office of Transportation  
Cockeysville Service Center  
103 Wight Ave.  
Cockeysville, MD 21030  
Jeff Dukes (Primary Contact) or Matthew Falk (Secondary Contact), 410-887-1805

**Carroll County**

Bureau of Fleet Management  
Carroll County Maintenance Center  
1250 Old Meadow Branch Rd.  
Westminster, MD 21158  
Chip Purkins, Bureau Chief, 410-386-6750  
Francis Fryman, Parts Clerk, 410-386-6749  
Dave Smith, Parts Clerk, 410-386-6749

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1207  
VEHICULAR BATTERIES**

**X. CURRENT ANNUAL USAGE AND BID EVALUATION FORM**

BCI Group	CCA	Estimated Annual Quantity	Unit Price (adjusted for discount)	Extended Price (line total)	Page number from Price Sheet where this item may be
U1L	230	39			
U1L	300	123			
4D	800	12			
4D	1000	38			
8D	1200	16			
8D	1300	152			
24/24F	550	14			
26	550	38			
27/27F	715	39			
27DC	105	266			
30	625	41			
31	950	907			
34/78	700	145			
47	590	2			
58R	580	14			
58	560	128			
65	850	750			
70	525	14			
74	555	42			
75	650	260			
75DT	650	30			
78	690	10			
78	770	309			

Grand Total: \$ \_\_\_\_\_

Credit for junk batteries/Storeroom Locations: 4,000 @ unit \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Credit for Junk Batteries / Landfill Locations: 12,000 @ unit \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Net Grand Total: \$ \_\_\_\_\_

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE  
REQUEST FOR BID NO. B-1207  
VEHICULAR BATTERIES  
Due Date: 12/01/17, Time: 3:00 P.M.**

**XI. 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>.**

