

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR BID NO. B-124

PAPER, GENERAL OFFICE TYPE – TERM CONTRACT

Due Date: 08/13/09, Time: 11:00 AM

Dayle Deemer, Staff Buyer

PHONE: 410-887-2495

EMAIL: ddeemer@baltimorecountymd.gov

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 (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ 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 COUNTY, MARYLAND
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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

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

appropriate, and order number and line number(s) that correspond with resulting order(s).

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

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

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

3. Reservations

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

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

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

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

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

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

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore

County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

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

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not 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.

5. Competition

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

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

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

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

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

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

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

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, 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 contract 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.

6.2 Termination for Default

6.2.1 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 a contract 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.

6.2.2 Upon termination of a contract 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.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, 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 contract. The Contractor shall not be responsible for acts of gross

negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, 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 contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article 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.

8. Minority Business Enterprise (MBE) and Small Business Notice: Although there is no requirement that the Contractor be an MBE, a Women-Owned Enterprise (WBE), or a Small Business, M/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 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.

9.2 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.

9.3 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.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, 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 County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County requires vendors to register or qualify to do business with Maryland Department of Assessments and Taxation (SDAT) in accordance with the Annotated Code of Maryland, Corporations and Associations Article: §2-102 Formation generally, §7-202 Registration to do interstate and foreign* business, and/or §7-203 Qualification to do intrastate.

17.2 For information on registering or qualifying a corporation, LLC, LLP or LP call SDAT at 410-767-1340. Sole Proprietors and General Partnerships should call 410-767-4991 or you may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html> - entity

17.3 The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT within 10 days of being notified of potential award.

(*Note: "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," § 1-101 Annotated Code of Maryland Corporations and Associations.

18. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

18.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

18.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in

any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

18.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

18.4 Additional Reservations for RFP's

18.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

18.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

18.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees 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 641 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]:

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]:

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 officers, directors, partners, members, affiliates, 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. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a *(Insert State Name)* (Example: Maryland, Ohio, Iowa) (Select One: **Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor**) (), that it **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Contractor 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. The disclosure shall be made to the Office of Budget and Finance, Purchasing Division.

M. 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)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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.

_____ The Business is a certified MBE with

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

_____ The Business is a certified WBE with

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

_____ The Business is not a certified MBE or 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 percentage of ownership.

☐ The Business anticipates utilizing MBE or WBE subcontractors for ____% of the work on the contract.

☐ The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.

☐ Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, _____ is requesting a full waiver of the MBE/WBE requirement.

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.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

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

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

Business Ownership (Check Only One)

	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization

	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)

	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		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:
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BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

1.2 Certificate 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 a Certificate of Insurance provided by the County, or an exact replica thereof, evidencing the required coverages.

1.3 Baltimore County as 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 and its agents, employees, officers, directors, and appointed and elected officials 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 - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:

\$100,000 Per Claim and Each Occurrence
\$100,000 in the Aggregate

2.5 Other

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



**BALTIMORE COUNTY, MARYLAND
CERTIFICATE OF INSURANCE**

THIS FORM MUST BE COMPLETED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL AND EXTENSION TERMS.

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 Washington Avenue, Room 148
Towson, Maryland 21204**

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Solicitation/Contract/Purchase Order No.; and
- (2) The following insurance has been issued, is in force, and conveys all the rights and privileges afforded under the policy and as required under the Solicitation/Contract/Purchase Order; and

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Numbers</u>	<u>Amt. Of Coverage</u>
General Liability	_____	_____	_____
Automobile Liability	_____	_____	_____
Worker's Compensation and Employers' Liability	_____	_____	_____
Valuable Papers and Electronic Data	_____	_____	_____
Other	_____	_____	_____

- (3) General Liability, Automobile Liability and Valuable Papers and Electronic Data insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- (4) The Worker's Compensation and Employers' Liability insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as a certificate holder.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Name of Insurance Company or Agency

Signature of Authorized Representative of Insurance Company or Agency

Address

Type/Print Name

City, State, Zip Code

Date

Area Code/Telephone No.

This Certificate of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. Insurer may provide ACORD Certificates of Insurance also reflecting policy duration and amount of coverage, however, submission of an ACORD form does not satisfy the requirements of this procurement, and in the event of any conflict between this Certificate of Insurance form and any ACORD forms, the terms and conditions of this Baltimore County Certificate of Insurance form shall prevail.

BID REPLY LABEL

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

REQUEST FOR BID	
NO. B-124 08/13/09, 11:00 AM PAPER, GENERAL OFFICE TYPE – TERM CONTRACT	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-124
PAPER, GENERAL OFFICE TYPE – TERM CONTRACT**

GENERAL CONDITIONS

1. SCOPE OF WORK.

- 1.1 It is the intention of these specifications that the Vendor hereunder shall furnish and Baltimore County shall purchase paper and paper supplies covered by this contract that the County may require during the period of time specified. **The quantities shown are approximate and are for the purpose of bid evaluation.**
- 1.2 The County reserves the right to order supplies that may be required during the said period and it also reserves the right not to order supplies/services bid upon by the Vendor if it is found that such supplies are not required by the County during the period covered by this contract.

2. TERM OF CONTRACT.

- 2.1 The term of this contract shall be for one (1) year beginning on or about **September 19, 2009**. Baltimore County reserves the right to automatically renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions unless notice is given to the Vendor/Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Vendor/Contractor must notify the Baltimore County Purchasing Bureau ninety (90) days prior to the current terms expiration date.

3. METHOD OF AWARD.

Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. 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.

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

5. ESCALATION.

- 5.1 All prices offered herein shall be firm against any increase for ninety (90) days from effective date of this proposed contract. After this date, it shall be the Vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the change. Increases shall be limited to the actual cost increase to the Vendor.
- 5.2 Baltimore County reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in questions will be canceled. If the price increase is approved, the price will remain firm for ninety (90) days from the date of the increase.

6. **INVOICE PROCEDURES.**

- 6.1 Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered. Units of measure on the invoice shall be consistent with the bid and resultant purchase order. Authorization to pay invoices will be given by the using agency prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204.
- 6.2 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 terms of Baltimore County's order, whichever is later. Under no circumstances will interest be paid.

7. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS.**

- 7.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation forms must be completed, executed and returned to the Purchasing Division with the bid.
- 7.2 It is the intention of this contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 7.3 During the term of this contract, copies of payments to M/WBE subcontractors and suppliers must be submitted to Damon Hughes, Minority Business Enterprise Officer, (410) 887-5557. A copy of each M/WBE invoice issued to the Contractor with a payment date indicated will be adequate verification.

8. **COOPERATIVE PURCHASE.**

- 8.1 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 that 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 that may be requested.
- 8.2 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.

9. **MULTI-AGENCY PROCUREMENT.** Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order will be issued against the original Master Agreement, confirming the contracted pricing and giving quantity and delivery requirements.

10. **ORDERS.**

10.1 Orders will be placed by telephone from the using agency for such quantities as to satisfy requirements of Baltimore County. Release 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 contained herein.

11. **DELIVERIES.**

11.1 If the Vendor is unable to supply requested supplies within the designated time due to factory delay, strike or any unforeseen circumstances, the Vendor 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 that is considered in subsequent awards.

11.2 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this Master Agreement.

11.3 All deliveries must be for inside delivery.

11.4 Vendor shall be required to pick up all pallets from previous deliveries at no charge to the agencies when delivering orders.

12. **PACKING MATERIALS.** All Bidders and successful Vendors are to ensure that packing materials used for this requirement are not 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.

13. **UNIT OF MEASURE.** The unit of measure for prices quoted must agree with the unit of measure provided on the bid form. Math extensions will be calculated by computer and bids will be rejected if units of measure are not compatible.

13.1 **EXAMPLE:** When the UNIT OF MEASURE IS EACH and the item is packaged 4 per box.

#1. The following example is acceptable:

EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL
4	Each	\$5.00/each	\$20.00

#2. *The computer will incorrectly compute the total as \$80.00 in the second example:

EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL
4	Each	\$20.00/box of 4	\$20.00*

14. **RECYCLED COMPONENTS.** Bidders must indicate on their bid what, if any, percentage of products provided or used in performing this contract contain recycled components.

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. **INQUIRIES.** Any inquiries relative to this bid should be directed to Dayle T. Deemer, Staff Buyer at (410) 887-2495, or e-mail at ddeemer@baltimorecountymd.gov.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-124
PAPER, GENERAL OFFICE TYPE – TERM CONTRACT
Due Date: 08/13/09, Time: 11:00 A.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

(City)

(State)

(Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

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

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.

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

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

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

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-124
PAPER, GENERAL OFFICE TYPE – TERM CONTRACT
Due Date: 08/13/09, Time: 11:00 A.M.

PRICE SHEET PAGE 1 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 64539 Paper, Copy, White, 20 lb. 3 Hole Punch, 8-1/2" X 11", 30% Recycled.	6,000	REAM	\$ _____	\$ _____
2	COMMODITY CODE: 64539 Paper, Copy, White 20 lb, 8-1/2" X 11" White, 30% Recycled.	50,000	REAM	\$ _____	\$ _____
3	COMMODITY CODE: 64539 Paper, Copy, White, 20 lb., 8-1/2" X 11.	2,000	REAM	\$ _____	\$ _____
4	COMMODITY CODE: 64539 Paper, Copy, White, 20 lb., 11" X 17", 30% Recycled.	900	REAM	\$ _____	\$ _____
5	COMMODITY CODE: 64539 Paper, Bond/MP, Blue, 8-1/2" X 14", 20 lb. Grain Long.	600	REAM	\$ _____	\$ _____
6	COMMODITY CODE: 64539 Paper, Bond/MP, Cherry, 8-1/2" X 11", 20 lb. Grain Long, Recycled.	20	REAM	\$ _____	\$ _____
7	COMMODITY CODE: 64539 Paper, Bond/MP, Peach, 8-1/2" X 11", 20 lb. Grain Long, Recycled.	20	REAM	\$ _____	\$ _____
8	COMMODITY CODE: 64539 Paper, Bond/MP, Turquoise, 8-1/2" X 11", 20 lb. Grain Long, Recycled.	20	REAM	\$ _____	\$ _____
9	COMMODITY CODE: 64539 Paper, Bond/MP, Buff 8-1/2" X 11" 20 lb. Long Grain, Recycled.	350	REAM	\$ _____	\$ _____
10	COMMODITY CODE: 64539 Paper, Bond/MP, Canary 8-1/2" X 11" 20 lb. Long Grain, Recycled.	1,000	REAM	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-124
PAPER, GENERAL OFFICE TYPE – TERM CONTRACT
Due Date: 08/13/09, Time: 11:00 A.M.

PRICE SHEET PAGE 2 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
11	COMMODITY CODE: 64539 Paper, Bond/MP, Cream 8-1/2" X 11" 20 lb. Long Grain, Recycled.	140	REAM	\$ _____	\$ _____
12	COMMODITY CODE: 64539 Paper, Bond/MP, Goldenrod 8-1/2" X 11" 20 lb. Long Grain, Recycled.	1,000	REAM	\$ _____	\$ _____
13	COMMODITY CODE: 64539 Paper, Bond/MP, Gray 8-1/2" X 11" 20 lb. Long Grain, Recycled.	300	REAM	\$ _____	\$ _____
14	COMMODITY CODE: 64539 Paper, Bond/MP, Green 8-1/2" X 11" 20 lb. Long Grain, Recycled.	850	REAM	\$ _____	\$ _____
15	COMMODITY CODE: 64539 Paper, Bond/MP, Ivory 8-1/2" X 11" 20 lb. Long Grain, Recycled.	300	REAM	\$ _____	\$ _____
16	COMMODITY CODE: 64539 Paper, Bond/MP, Lt. Blue 8-1/2" X 11" 20 lb. Long Grain, Recycled.	800	REAM	\$ _____	\$ _____
17	COMMODITY CODE: 64539 Paper, Bond/MP, Lilac 8-1/2" X 11" 20 lb. Long Grain, Recycled.	120	REAM	\$ _____	\$ _____
18	COMMODITY CODE: 64539 Paper, Bond/MP, Orchid 8-1/2" X 11" 20 lb. Long Grain, Recycled.	520	REAM	\$ _____	\$ _____
19	COMMODITY CODE: 64539 Paper, Bond/MP, Pink 8-1/2" X 11" 20 lb. Long Grain, Recycled.	640	REAM	\$ _____	\$ _____
20	COMMODITY CODE: 64539 Paper, Bond/MP, Salmon 8-1/2" X 11" 20 lb. Long Grain, Recycled.	520	REAM	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-124
PAPER, GENERAL OFFICE TYPE – TERM CONTRACT
Due Date: 08/13/09, Time: 11:00 A.M.

PRICE SHEET PAGE 3 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
21	COMMODITY CODE: 64539 Paper, Bond/MP, Tan 8-1/2" X 11" 20 lb. Long Grain, Recycled.	50	REAM	\$ _____	\$ _____
22	COMMODITY CODE: 64539 Paper, Bond, Xerographic, 8-1/2" X 14", 20 lb., White, Recycled Grain Long.	500	REAM	\$ _____	\$ _____
23	COMMODITY CODE: 64539 Paper, Brite Hue, 20 lb., Ultra Fuchsia, 8-1/2" X 11" Grain Long.	150	REAM	\$ _____	\$ _____
24	COMMODITY CODE: 64539 Paper, Brite Hue, 20 lb., Ultra Lava, 8-1/2" X 11" Grain Long.	170	REAM	\$ _____	\$ _____
25	COMMODITY CODE: 64539 Paper, Brite Hue, 20 lb., Ultra Lemon, 8-1/2" X 11" Grain ;Long.	220	REAM	\$ _____	\$ _____
26	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Ultra Lime, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____
27	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Ultra Orange, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____
28	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Ultra Pink, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____
29	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Blue, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____
30	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Green, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
31	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Red, 8-1/2" X 11" Grain Long.	240	REAM	\$ _____	\$ _____
32	COMMODITY CODE: 64539 Paper, Brite Hue 20 lb. Sea Blue, 8-1/2" X 11" Grain Long.	160	REAM	\$ _____	\$ _____
33	COMMODITY CODE: 64539 Paper, Bond, Writing, 8-1/2" X 11", 24 lb., White Grain Long.	150	REAM	\$ _____	\$ _____
34	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Ultra Lime, 8-1/2" X 11", Grain Long, Recycled.	160	REAM	\$ _____	\$ _____
35	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Ultra Orange, 8-1/2" X 11", Grain Long, Recycled.	160	REAM	\$ _____	\$ _____
36	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Ultra Pink, 8-1/2" X 11", Grain Long, Recycled.	150	REAM	\$ _____	\$ _____
37	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Violet, 8-1/2" X 11", Grain Long, Recycled.	150	REAM	\$ _____	\$ _____
38	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Yellow, 8-1/2" X 11", Grain Long, Recycled.	150	REAM	\$ _____	\$ _____
39	COMMODITY CODE: 64539 Paper, Brite Hue, 60 lb. Meadow Green 8-1/2" X 11" Grain Long, Recycled.	100	REAM	\$ _____	\$ _____
40	COMMODITY CODE: 64539 Paper, 60 lb. 11" X 17" Blue, Grain Long.	100	REAM	\$ _____	\$ _____

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PRICE SHEET PAGE 5 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
41	COMMODITY CODE: 64539 Paper, 60 lb. 11" X 17" Green, Grain Long.	100	REAM	\$ _____	\$ _____
42	COMMODITY CODE: 64539 Paper, 60 lb. 11" X 17" Ivory, Grain Long.	26	REAM	\$ _____	\$ _____
43	COMMODITY CODE: 64539 Paper, 60 lb. 11" X 17" Pink, Grain Long.	200	REAM	\$ _____	\$ _____
44	COMMODITY CODE: 64539 Paper, Offset, 60 lb. 11" X 17" Smooth Finish White, Grain Long.	200	REAM	\$ _____	\$ _____
45	COMMODITY CODE: 64539 Paper, Offset, 60 lb. 8-1/2" X 11" Smooth Finish White, Grain Long.	320	REAM	\$ _____	\$ _____
46	COMMODITY CODE: 64539 Paper, 30% Recycled, 60 lb. Bond, 8-1/2" X 14" White, Grain Long.	300	REAM	\$ _____	\$ _____
47	COMMODITY CODE: 64539 Paper, Recycled 11" X 17" 60 lb. White, Bond, Grain Long Roland Opaque.	150	REAM	\$ _____	\$ _____
48	COMMODITY CODE: 64539 Paper, Coverstock, Cougar, 8-1/2" X 11" 65 lb., Grain Long, Cool White, Factory Wrapped.	620	PKG	\$ _____	\$ _____
49	COMMODITY CODE: 64539 Paper, Coverstock, 65 lb. 11" X 17" White, Grain Long / 250 Package.	300	PKG	\$ _____	\$ _____
50	COMMODITY CODE: 64539 Paper, Coverstock, 65 lb., 8-1/2" X 11" Green, Grain Long/250 Pack.	300	PKG	\$ _____	\$ _____

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PRICE SHEET PAGE 6 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
51	COMMODITY CODE: 64539 Paper, Coverstock, 65 lb., 8-1/2" X 11" White, Grain Long / 250 Pack.	320	PKG	\$ _____	\$ _____
52	COMMODITY CODE: 64539 Paper, Coverstock, 65 lb., 8-1/2" X 11" Pink, Grain Long / 250 Pack.	50	PKG	\$ _____	\$ _____
53	COMMODITY CODE: 64539 Paper, Coverstock, 65 lb., 8-1/2" X 11" Red, Grain Long / 250 Pack.	50	PKG	\$ _____	\$ _____
54	COMMODITY CODE: 64539 Paper, Cover, Opaque Offset 65 lb. - 8-1/2" X 11" Canary.	300	REAM	\$ _____	\$ _____
55	COMMODITY CODE: 64539 Paper, Cover Stock, Light Blue, 8-1/2" X 11" 65 lb. Grain long, 250 / Package.	300	PKG	\$ _____	\$ _____
56	COMMODITY CODE: 64539 Paper, Cover, Ivory, Bristol Vellum, 67 lb. 8-1/2" X 11".	300	REAM	\$ _____	\$ _____
57	COMMODITY CODE: 64539 Paper, Cover, Pink, Bristol Vellum 67 lb.- 8-1/2" X 11".	300	REAM	\$ _____	\$ _____
58	COMMODITY CODE: 64539 Paper, Cover, Blue, Bristol Vellum 67 lb.- 8-1/2" X 11".	300	REAM	\$ _____	\$ _____
59	COMMODITY CODE: 64539 Paper, 70 lb. 3 Hole Punch, Williamsburg Offset Virgin Fiber.	150	SHEET	\$ _____	\$ _____
60	COMMODITY CODE: 64539 Paper, 17" X 11" 80 lb. White Grain Short Sterline Ultra Gloss.	150	SHEET	\$ _____	\$ _____

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PRICE SHEET PAGE 7 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
61	COMMODITY CODE: 64539 Paper, Text, 80 lb. 9-1/2" X 15", Dual Lusto, Grain Long, Includes Cutting.	150	REAM	\$ _____	\$ _____
62	COMMODITY CODE: 64539 Paper, 11" X 17" 100 lb. White Grain Short Sterling Ultra Gloss.	150	SHEET	\$ _____	\$ _____
63	COMMODITY CODE: 64539 Paper, Index, 110 lb. 8-1/2" X 11", Salmon, Grain Long.	150	REAM	\$ _____	\$ _____
64	COMMODITY CODE: 64539 Paper, 8-1/2" X 11", 2-Part Pre-Collated, Reverse Order, CF Canary, CB White, Carbonless.	700,000	SET	\$ _____	\$ _____
65	COMMODITY CODE: 64539 Paper, 8-1/2" X 11", 3-Part Pre-Collated, Reverse Order, CF Pink, CFB Canary, CB white, Carbonless.	600,000	SET	\$ _____	\$ _____
66	COMMODITY CODE: 64539 Paper, 8-1/2" X 11" 4-Part Pre-Collated, Reverse Order, CFB Goldenrod, CFB Pink, CFB Canary, CB White, Carbonless.	600,000	SET	\$ _____	\$ _____
67	COMMODITY CODE: 64539 Paper, 8-1/2" X 11" 5-Part Pre-Collated, Reverse Order, CF Goldenrod, CFB Pink, CFB Canary, CFB Green, CF White, Carbonless.	15,000	SET	\$ _____	\$ _____
68	COMMODITY CODE: 64539 Paper, 8-1/2" X 14", 2-part Pre-Collated, Reverse Order, CF Canary, CB White, Carbonless.	35,000	SET	\$ _____	\$ _____
69	COMMODITY CODE: 64539 Paper, 8-1/2" X 14" 3-Part Pre-Collated, Reverse Order, CF Pink, CFB Canary, CB White, Carbonless.	75,000	SET	\$ _____	\$ _____

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PRICE SHEET PAGE 8 OF 9		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
70	COMMODITY CODE: 64539 Paper, 8-1/2" X 11", 3-Part Pre-Collated, Straight Sequence, Carbonless.	75,000	SET	\$ _____	\$ _____
71	COMMODITY CODE: 64539 Paper, 8-1/2" X 11", 4-Part Pre-Collated, Straight Sequence, Carbonless.	10,000	SET	\$ _____	\$ _____
72	COMMODITY CODE: 64539 Paper, 8-1/2" X 11" Crack'n Peel, White, Fasson Or Fastract.	25,000	SHEET	\$ _____	\$ _____
73	COMMODITY CODE: 64539 Paper, Index, Colored, 8-1/2" X 11", Sub 110# Canary, Recycled.	150	REAM	\$ _____	\$ _____
74	COMMODITY CODE: 64539 Paper, Index, White, 8-1/2" X 11", Sub 110# Recycled.	150	REAM	\$ _____	\$ _____
75	COMMODITY CODE: 64539 Paper, Index, Colored, 8-1/2" X 11", Sub 110# Blue, Recycled.	150	REAM	\$ _____	\$ _____
76	COMMODITY CODE: 64539 8-1/2" X 11" Baronial Ivory Linen.	20	SHEET	\$ _____	\$ _____
77	COMMODITY CODE: 64539 Adhesive, Fanapart, Padding, Carbonless Compatible With NCR Paper.	40	QUART	\$ _____	\$ _____
78	COMMODITY CODE: 64539 Towels, Regency Hand Cleaner, 4/Case.	10	CASE	\$ _____	\$ _____
79	COMMODITY CODE: 3106042 Envelope, #10 White, 24 lb. Diagonal Flap, 500/Box.	3,000	BOX	\$ _____	\$ _____
80	COMMODITY CODE: 3106042 Envelope, #10, Window, White With Security Tinted, Left Window Size 1-3/4" X 4", 1/2" From Left And Bottom Of Envelope.	700	BOX	\$ _____	\$ _____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
81	COMMODITY CODE: 3106042 Envelope, #10, window, white, 24 lb. diagonal flap, 500/box	500	BOX	\$ _____	\$ _____
82	COMMODITY CODE: 3106042 Envelope, #9, regular, white, diagonal flap	250	BOX	\$ _____	\$ _____
83	COMMODITY CODE: 3106042 Envelope, #9, 24 lb. regular with window, white, diagonal flap	300	BOX	\$ _____	\$ _____
84	COMMODITY CODE: 3106042 Envelope, A-6, cougar, opaque white, 24 lb., flap, square, 250/box 250/box	40	BOX	\$ _____	\$ _____
85	COMMODITY CODE: 64539 Paper, 8-1/2" X 11" 65lb. Coverstock, goldenrod, grain log	100	PKG	\$ _____	\$ _____
86	COMMODITY CODE: 64539 Paper, 8-1/2" X 14", 3 part straight sequence, carbonless	100,000	SET	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____