

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



REQUEST FOR QUOTATION NO. 206145

TAXPAYER INFORMATION BROCHURE

Due Date: 03/05/07, Time: 2:00 PM

**Amber Butcher, Staff Buyer
PHONE: 410-887-3887
EMAIL: abutcher@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
REQUEST FOR QUOTATION NO. 206145
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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 Bureau. 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 Eastern Standard Time except between the first Sunday in April and last Sunday in October when they are Daylight Saving Time. Late bids will not be considered.

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

1.3 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 vendors' responsibility to frequently visit 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 Bureau. 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 Bureau.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or feeling that the specifications are discriminatory, shall notify the Purchasing Bureau 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 Bureau 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 nonconformance to specifications is noted on the quotation, 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 the Terms and Conditions therein.

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.

2. Award of Solicitations

2.1 The Purchasing Agent awards Requests for Quotations and Invitations to Bid to the lowest responsive and responsible bidder following the public opening of bids under Title 15, Section 10-2-406 of the Baltimore County Code, 2003.

2.2 Awards on Requests for Quotations and Invitations to 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 determined by the Purchasing Agent, for performance of 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 made within the terms specified.

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 Purchasing Agent reserves the right to reject, in whole or in part, any and all bids received to best serve the public interest.

3.2 The Purchasing Agent, with the approval of the County Administrative Officer, may waive formalities in bids as the interests of the County may require.

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

3.4 The Purchasing Agent 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 Purchasing Agent may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specification's 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 On term contracts or services term contracts 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 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.

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 Purchasing Agent 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.

4.3 All bidders and successful 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.

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 Bureau. 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 showing cause upon giving written notice to the contractor. The County shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

6.2 Termination for Default

6.2.1 The County shall have the right upon the happening of any default, without providing notice to the contractor: 1) In addition to other available rights and remedies, 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 this agreement, 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 this agreement for default, the County may pay the contractor for services provided or goods delivered up to the date of termination set forth in the notice, 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 any obligation or penalty.

7. Hold Harmless

7.1 Indemnification Clause: The contractor/ vendor shall protect, hold free and harmless, defend and indemnify Baltimore County (including its officers, agents, and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgements (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's/vendor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Baltimore County, its officers, agents and employees.

7.2 Property Lost, Damaged or Destroyed: Any property or work to be provided by contractor/vendor will remain at the contractor's/vendor's risk until written acceptance by Baltimore County; and the contractor/vendor will replace, at contractor's/vendor's expense, all property or work lost, damaged and destroyed by any cause whatsoever.

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/MBE'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 Bureau must deliver written protests to the Purchasing Bureau within 10 days of notification of award. The Purchasing Agent or designee reviews the protested decision, examines any additional information provided by the bidder and responds within 10 working days of receipt of 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 Article 10, Baltimore County Charter, Title 15, Title 2 of the Baltimore County Code, 2003, as amended, and policies established or prescribed by the Purchasing Bureau.

10. **HIPAA:** To the extent that the Health Insurance Portability and Accountability Act (HIPAA) goes into effect prior to the end of this agreement, the contractor covenants to work cooperatively with the County to comply therewith.

11. **Reports:** When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides. (Per Title 15 Section 10-2-312 of the Baltimore County Code, 2003)

12. Formation of Contract for Services

12.1 The contract awarded pursuant to this solicitation shall be by and between the successful offeror and the County, and shall contain the provisions included in the solicitation, any amendments of changes thereto. Submission of a bid in response to this solicitation evidences the contractor's acceptance of the terms and conditions therein. A sample is included when required as an attachment.

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

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

13.1 Duration of proposal offer proposals submitted shall be valid for 180 days following the closing date noted, unless

otherwise specified herein. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

13.2 Modifications: The County may, at any time by written order, make changes within the general scope of this contract including, but not limited to, changes (I) in any designs or specifications; (II) in the method, quantity, or manner of performance of the work; (III) in any County-furnished facilities, equipment, materials, services, or property; or (IV) 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 representative.

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

13.4 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.

13.5 Reservations

13.5.1 This RFP creates no obligation on the part of the County to award a contract or 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.

13.5.2 The County further reserves the right to make such investigation as it deems necessary to determine the ability of offerors to furnish the required services, and offerors 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 offeror who is not currently in a position to perform contract, or who has previously failed to perform similar contracts properly, or in a timely manner.

13.5.3 The County reserves the right to reject, in whole or in part, any and all proposals received; 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.

13.6 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential, proprietary information or trade secrets. Those portions must be readily separable from the balance of proposal. Such designations will not necessarily 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 records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.

Rev. 08/02

**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 (Select One: **(is) (is not)**) registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it (Select One: **(is) (is not)**) in good standing in the State of Maryland, and that it (Select One: **(has) (has not)**) filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. 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 Bureau.

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 March 5, 2004 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

☐ Other Program: _____

_____ **The Business is a certified WBE with**

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ **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.***

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.

OR

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:

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

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 Bureau immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____

BID REPLY LABEL

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

REQUEST FOR QUOTATION	
NO. 206145 03/05/07, 2:00 PM TAXPAYER INFORMATION BROCHURE	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING BUREAU 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. 206145
TAXPAYER INFORMATION BROCHURE**

GENERAL CONDITIONS

1. **SCOPE.** In general the scope of this contract shall be for two (2) inserts per specifications.
2. **METHOD OF AWARD.** Award will be made on a total lump sum basis. In accordance with Sec. 15-84 of the Code, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
3. **DESIGNS.** Artwork, including film; camera ready copy; die; or any other artwork needed or created to complete this job is (or becomes) the property of Baltimore County, Maryland, and must be returned to the using agency upon completion of project.
4. **PROOF SUBMITTAL.** Submittal of the proof to be made on or before deadlines as scheduled per specifications.
5. **DELIVERY - PRINTING.** Delivery of printed materials to be made on or before deadlines as scheduled per specifications.
6. **INQUIRIES.** Any inquiries relative to this bid should be directed to Amber Butcher, the buyer @ 410-887-3887 or abutcher@baltimorecountymd.gov.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. 206145
TAXPAYER INFORMATION BROCHURE**

SPECIFICATIONS

1. Tax Bill Brochure
 - 1.1 A sample of 2006's Tax Bill Brochure is available. Contact Amber Butcher, the Buyer, to pick up a copy.
 - 1.2 The Tax Bill Brochure for 2007 will be comparable in layout and design.
 - 1.2.1 Five (5) part brochure
 - 1.2.2 Size 7-1/2" x 17-1/2" folded in fifths to 3-1/2" x 7-1/2"
 - 1.2.3 Must fold so there is a solid edge to be inserted by an automatic inserting machine
 - 1.3 Paper 60lb white offset
 - 1.4 One color, blue ink, PMS 293
 - 1.5 Must be wrapped with paper bands, NOT plastic straps
 - 1.5.1 Stacks of 200 only
 - 1.5.2 All brochures must be packed in same rotation
 - 1.5.3 Separators must be used between each 200 brochures
 - 1.5.4 Must not be nested or inserted inside of other brochures
 - 1.5.5 Care in packaging to avoid bending or folding edges
 - 1.6 Shipping boxes to be labeled. Label information should reflect the contents of the box, the number of Tax Bill Brochures packed in each box, the vendor's name, the brochure name and Purchase Order number.
 - 1.7 The successful bidder will receive the 2007 Tax Bill Brochure's content (in a substantially completed form – a typed document, NOT CAMERA READY ARTWORK) by April 13, 2007.
 - 1.8. The successful bidder is required to provide to the Manager of Customer Service Division the name, address, phone and fax numbers of the vendor's contact person prior to April 13, 2007.
 - 1.9 First proof to be submitted by May 11, 2007 for first approval by the Manager of Customer Service Division.
 - 1.10 Final information and layout will not be available to successful bidder until approximately May 25, 2007. The agency reserves the right to make changes to the Tax Bill Brochure content until approximately June 1, 2007.
 - 1.11 Final Proof to be submitted by June 4, 2007 for final approval by the Manager of Customer Service Division.

1.12 Delivery of Tax Bill Brochures must be made to the following locations on or before June 7, 2007.

1.12.1 30,000 Tax Bill Brochures: Office of Budget and Finance, Mailroom, Room 25, Old Courthouse Basement, 400 Washington Avenue, Towson, Maryland, 21204.

1.12.1.1 Must notify Steve Cech, 410-887-2612, prior to delivery.

1.12.1.2 Due to lack of loading dock, delivery at Office of Budget and Finance will not be accepted when it is raining.

1.12.2 230,000 Tax Bill Brochures: Successful vendor for the 2007 tax bill mailing service. Name and address to be provided prior to delivery.

1.13 Failure to comply with delivery date will result in a \$400.00 per day penalty charge.

1.14 Prices to include minor modifications to design and layout of the brochure and inside delivery to all locations.

1.15 Vendor agrees to issue a full credit on returned material that does not conform to all specifications as in this solicitation package.

2. Voluntary Participation in Education Cost and Local Open Space Insert

2.1. A sample of 2006's Voluntary Participation in Education Costs & Local Open Space Programs Brochure is available. Contact Amber Butcher, the Buyer, to pick up a copy.

2.2. The Voluntary Participation in Education Costs & Local Open Space Programs Brochure for 2007 will be comparable in layout and design.

2.2.1 Two (2) part insert

2.2.2 Size 7" x 7-1/2" folded in half to 3-1/2" x 7-1/2"

2.2.3 Must be perforated in the center.

2.4 Paper 60lb white offset

2.5 One color, black ink

2.6 Must be wrapped with paper bands, NOT plastic straps

2.6.1 Stacks of 200 only

2.6.2 All inserts must be packed in same rotation

2.6.3 Separators must be used between each 200 inserts

2.6.4 Must not be nested or inserted inside of other inserts

2.6.5 Care in packaging to avoid bending or folding edges

2.7 Shipping boxes to be labeled. Label information should reflect the contents of the box, the number of Voluntary Participation in Education Costs & Local Open Space Programs Brochures packed in each box, the vendor's name, the brochure name and Purchase Order number.

- 2.8 The successful bidder is required to provide to the Manager of Customer Service Division the name, address, phone and fax numbers of the vendor's contact person prior to April 13, 2007.
- 2.9 Proof to be submitted by May 18, 2007 for approval by the Manager of Customer Service Division.
- 2.10 Delivery of Voluntary Participation in Education Costs & Local Open Space Programs Brochures must be made to the following locations on or before June 6, 2007.
 - 2.10.1 230,000 Voluntary Participation in Education Costs & Local Open Space Programs Brochures: Successful vendor for the 2007 tax bill mailing service. Name and address to be provided prior to delivery.
- 2.11 Failure to comply with delivery date will result in a \$400.00 per day penalty charge.
- 2.12 Prices to include minor modifications to design and layout of the brochure and inside delivery to all locations.
- 2.13 Vendor agrees to issue a full credit on returned material that does not conform to all specifications as in this solicitation package.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. 206145
TAXPER INFORMATION BROCHURE
Due Date: 03/05/07, Time: 2:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE INVITATION TO 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 QUOTATION NO. 206145
TAXPAYER INFORMATION BROCHURE
Due Date: 03/05/07, Time: 2:30 P.M.**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR QUOTATION			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	Unless specified elsewhere ship to: OBFCustomer Service 400 Washington Ave, Room 150 Towson, MD 21204 Commodity Code: 966-57-017989 Brochure, five-part, tax bill, Size: 7-1/2" x 17-1/2", to be folded in fifths to size 3-1/2" x 7-1/2", so that there is a solid edge to be inserted by an automatic mail inserting machine. Paper to be 60 lb. white offset with blue ink – PMS 293. Brochure must be wrapped with paper bands, not plastic straps, in stacks of 200 brochures each and all pieces packed in the same rotation and separators used between each 200 brochures. Brochures must not be "nested" or inserted inside of other brochures. Care must be taken in packaging to avoid bending or folding of edges, as brochures will be inserted into envelopes by automated equipment. Inside delivery. Proof required. Brochure as per attached sample.	260	M	\$ _____	\$ _____
00002	Commodity Code: 966-57-017992 Insert, two-part tax bill, "voluntary participation in education costs program and voluntary participation in local open space program". Size: 7" x 7-1/2", to be	230	M	\$ _____	\$ _____

PRICE SHEET PAGE 1 OF 2		REQUEST FOR QUOTATION			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
	be folded in half to finished size 3-1/2" x 7-1/2", with a solid edge to be inserted by an automatic inserting machine. 60 lb. white offset paper with black ink. Insert must be perforated in center. Inserts must be wrapped with paper bands, not plastic straps, in stacks of 200 brochures each and all pieces packed in the same rotation and separators used between each 200 inserts. Inserts must not be nested or inserted inside of other inserts. Care must be taken in packaging to avoid bending or folding of edges, as the inserts will be inserted into envelopes by automated equipment. Inside delivery. Proof required. Brochure as per attached sample.				

GRAND TOTAL _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____