



BRCPC

Baltimore Regional Cooperative Purchasing Committee

Visit our web site at <http://baltometro.org>

INVITATION TO BID NO. 206470 BATTERIES, VEHICULAR

Due Date: 01/04/08, Time: 2:30 PM

Direct all questions to the lead agency:

David W. Wolfe, Staff Buyer
Phone: (410) 887-2265
Email: dwolfe@baltimorecountymd.gov
BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Bureau
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

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

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

BIDDER CHECKLIST

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

TABLE OF CONTENTS

**I. Baltimore Regional Cooperative Purchasing Committee
General Terms And Conditions For All Solicitations**

1. Instructions, Forms and Specifications
2. Bid Deposit
3. Basis For Award of Contract
4. Cash Discount And Net Payments
5. Performance Bond
6. Reservations
7. Deliveries
8. Competition
9. Indemnification
10. Insurance
11. Disputes
12. Termination
13. Patent Infringement
14. Assignment
15. Facilities
16. Authority
17. Failure to Respond
18. Availability of Funds
19. Interpretation
20. Integration
21. Socio-Economic Programs

II. Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications
2. Award of Solicitations
3. Reservations
4. Delivery
5. Competition
6. Minority Business Enterprise (MBE)
7. Authority

III. Procurement Affidavit

IV. Insurance Provisions

Hold Harmless / Indemnification Clause / Property Lost, Damaged or Destroyed Provision

V. Certificate of Insurance Form PB021A

VI. Bid Reply Label

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

TABLE OF CONTENTS, continued

VII. General Conditions

1. Scope
2. Term of Contract
3. Manufacturer(s)
4. Distributors' Price Sheets
5. Method of Award
6. Vendor Qualifications
7. Orders
8. Deliveries
9. Cooperative Purchase
10. Reports
11. Material Safety Data Sheet
12. Invoicing/Procurement Cards
13. Audits
14. Samples

VIII. Specifications

1. Batteries
2. Consignment of Stock
3. Warranty Periods
4. Quality Assurance of Storeroom Stock
5. Battery Cores (Junk Batteries)
6. Bid Evaluation Procedure

IX. Current Service Locations by Participating Jurisdiction

X. Current Annual Usage and Bid Evaluation Form

XI. Signature Page

XII. Price Sheet

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

Competitive sealed bids or proposals addressed to the purchasing agent of the lead agency for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following bid opening date, unless the bidder(s), upon request of the purchasing agent, agree to an extension.

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- 1.1 All bids are to be submitted in duplicate on and in accordance with forms for this purpose which are available at the office of the purchasing agent.
- 1.2 All bids are to be submitted using the Bid Reply Label in the solicitation package.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms for these oaths will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the purchasing agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the purchasing agent in writing within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the purchasing agent to change the specifications. The purchasing agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 All official correspondence in regard to the specifications should be directed to and will be issued by the purchasing agent. The purchasing agent will assume no responsibility for oral instructions or suggestions.

2. BID DEPOSIT

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond.

- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The purchasing agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) as determined by the purchasing agent. Each participating jurisdiction will issue their own purchase order for their portion of the contract.
- 3.2 Any other consideration for the award will be stated on the specifications.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts will not be considered in determining a contract award, but will be taken, if possible, at time of payment.
- 4.2 Payment terms with a period of less than 30 days will not be accepted.

5. PERFORMANCE BOND

- 5.1 The successful bidder may be required to give security or bond for the performance of the agreement as determined by the purchasing agent.
- 5.2 Bonds must be issued by a surety licensed to do business in the State of Maryland.

6. RESERVATIONS

- 6.1 The purchasing agent reserves the right to reject any or all bids or parts of bid when, in his/her reasoned judgement, the public interest will be served thereby.
- 6.2 The purchasing agent may waive formalities or technicalities in bids as the interest of the jurisdiction may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 The purchasing agent reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the specifications.
- 6.4 Unless otherwise provided for in the bid documents, the purchasing agent(s) reserve the right to make award(s) on either lump sum basis, individual item basis, or such combination as shall be in the best interest of the BRPC.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 7.2 All items shall be delivered F.O.B. Destination and delivery costs and charges included in the bid.
- 7.3 The purchasing agent reserves the right to levy a per diem charge to the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document, may be invoked at the discretion of the purchasing agent and said sum may be taken as liquidated damages and deducted from any compensation due to the vendor.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quantity and type and for no other reason.
- 8.2 A bidder may offer a price on only 1 unit. Even though 2 or more units may meet specifications, bidder must determine for themselves which to offer. Submission by a bidder for more than 1 unit shall be sufficient cause for rejection of that specific item.
- 8.3 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 8.5 If products to be provided to the BRCPC contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the purchasing agent. This applies also to any product used by a vendor when providing a service to the BRCPC.

9. INDEMNIFICATION

- 9.1 The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleges patent infringements in the matter of making furnishing, and delivering materials/services as called for in the contract documents.

10. INSURANCE

- 10.1 The vendor shall, at all times, maintain and keep in force such insurance as Compensation, Liability, and Property Damage as will protect him from claims under

Workmen's Compensation Acts and also such insurance as will protect him and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the vendor or by any subcontractor or anyone directly or indirectly employed by any of them.

10.2 Unless otherwise specified, the amount of liability insurance shall under no circumstances be less than \$100,000.00 for injuries sustained by any 1 person and \$300,000.00 for injuries sustained by 2 or more persons in any 1 accident. The amount of property damage insurance shall not be less than \$100,000.00.

11 DISPUTES

11.1 The purchasing agent may request, in writing, the recommendation of the BRCPC using the specifications or other objective source.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving written notice to the vendor. The participating jurisdiction shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

12.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the contract may be terminated for default and the vendor is not entitled to any costs incurred by the vendor up to the date of termination. The BRCPC will be officially notified of this termination by the participating jurisdiction.

13. PATENT INFRINGEMENT

13.1 Vendor agrees to indemnify, protect, and save harmless the participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost, or judgement for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

14. ASSIGNMENT

14.1 The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

15. FACILITIES

15.1 The BRCPC reserves the right to inspect the bidder's facilities at no cost to the BRCPC at any time with prior notice.

16. AUTHORITY

16.1 Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling legislation of each of the participating jurisdictions.

17. FAILURE TO RESPOND

17.1 Bidders who fail to respond 3 times in succession to solicitations without jurisdiction may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

18.1 The contractual obligation of the BRCPC under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

19. INTERPRETATION

19.1 The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

20. INTEGRATION

20.1 These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

21. SOCIO-ECONOMIC PROGRAMS

21.1 Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.

Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 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 BRCPC 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.

1.2 Unless a written exception detailing nonconformance to specifications is noted on the quotation, any part number, product number, etc., noted on the bid will be considered in full compliance with the specifications.

1.3 Submission of a bid in response to this solicitation evidences the bidder's acceptance of the Terms and Conditions therein.

2. Award of Solicitations

2.1 Awards on Requests for Quotations and Invitations to Bid will be made within ninety (90) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.2 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.

2.3 BRCPC will not pay interest charges or other penalties for invoice payments made within the terms specified.

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

2.5 BRCPC 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 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 BRCPC.

4. Delivery

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

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

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

7. Authority

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

7.2 Bidders desiring to appeal a decision of the Purchasing 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, and responds within 10 working days of receipt of protests.

Rev. 11/02

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT 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 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, 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, 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, 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, members or partners, 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 in restraint of 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 CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____
Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. 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, 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 statutory right or remedy conferred by the Constitution and the laws of Maryland 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.

Date: _____

By: _____

Name:
Title:
(Authorized Representative and Affiant)

SIDE 2

MBE / WBE Certification

| | |
|---|--|
| <p align="center">Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: ____ / ____ / ____</p> <p>Pending: _____</p> | <p align="center">City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: ____ / ____ / ____</p> <p>Pending: _____</p> |
|---|--|

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: _____ |
|------------------|--------------|-------------|



BALTIMORE COUNTY, MARYLAND

I - INSURANCE PROVISIONS – GENERAL LIABILITY
II - HOLD HARMLESS/INDEMNIFICATION CLAUSE
III - PROPERTY LOST, DAMAGED OR DESTROYED PROVISION

I. - 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 Evidence of Insurance Certificate: 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 an Evidence of Insurance certificate provided by the County, or an exact replica thereof, evidencing the required coverages.
1.3 Baltimore County as Insured: The liability coverage required 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 pertaining 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

II. - HOLD HARMLESS/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 judgments (including attorneys' 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 property arising from the sole negligence of Baltimore County, its officers, agents and employees, including all liability for benefits under the Workers' Compensation Statute.

III. - 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 or destroyed by any cause whatsoever.



BALTIMORE COUNTY, MARYLAND
EVIDENCE OF INSURANCE

THIS FORM MUST BE COMPLETED BY 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 TERMS.

TO: BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
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) This is evidence that insurance as identified above has been issued, is in force, and conveys all the rights and privileges afforded under the policy; and
(3) The Contractor/Vendor has the following insurance coverage naming Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured in conformity with the above provisions relating to the following:

Table with 3 columns: Type of Insurance, Insurance Company, Policy Number. Rows include General Liability, Automobile Liability, and Worker's Compensation and Employers' Liability.

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.

Name of Insurance Company or Agency
Address
City, State, Zip Code
Area Code/Telephone No.

Signature of Authorized Representative of Insurance Company or Agency
Type/Print Name
Date

This Evidence of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. The use of this form should eliminate the need for securing documents showing renewals of insurance coverage and result in a more efficient administration of such documents by Baltimore County.

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)

BID REPLY LABEL

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

| | |
|--|--|
| INVITATION TO BID | |
| <hr/> | |
| NO. 206470 01/04/08, 2:30 PM BATTERIES, VEHICULAR | |
| TO: | BALTIMORE COUNTY, MARYLAND PURCHASING BUREAU 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665 |

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

GENERAL CONDITIONS

1. SCOPE.

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

2. TERM OF CONTRACT.

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

3. MANUFACTURER(S)

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

4. DISTRIBUTORS' PRICE SHEETS

- 4.1 The Vendor (Distributor) must provide a complete copy of the price sheet to be used under this agreement with the bid.

- 4.2 This contract will allow limited price sheet fluctuation. It shall be the vendor's responsibility to furnish the participating jurisdictions' Purchasing Bureau any changes in the price sheets. The price sheet must be kept current. Upon award of the agreement, the successful vendor shall supply published price sheets to each requesting jurisdiction in the quantities requested by each jurisdiction.
- 4.3 Price sheet fluctuations must be based on manufacturer fluctuations only. A letter from the manufacturer explaining the nature of the price change must accompany each updated price sheet.
- 4.4 Pricing may be from the most current price sheet supplied to the jurisdiction only, no exceptions.

METHOD OF AWARD.

- 5.1 Award will be made on a total lump sum aggregate basis to the lowest priced bidder meeting all specifications.
- 5.2 Past performance of bidders in furnishing goods and services to the participating jurisdictions will be considered in determining the award.

VENDOR QUALIFICATION

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

ORDERS

- 7.1 Orders may be placed by contract release order, telephone, or in person by the using agency for such quantities to satisfy requirements of the participating jurisdiction.
- 7.2 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 and conditions herein.

DELIVERIES

- 8.1 Deliveries shall be made promptly. If deliveries are not made within twenty-four (24) hours after receipt of order, the Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.
- 8.2 In the event the agency requests emergency service, delivery is to be made within six (6) hours after receipt of order.
- 8.3 If the 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, which may be considered in subsequent awards.

- 8.3 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

9. COOPERATIVE PURCHASE

- 9.1 The vendor may extend the same prices, terms and conditions to the any other governmental agency including cities, counties and public or quasi-public agency that receives government funds, requiring these commodities and/or services.
- 9.2 All purchase and payment transactions resulting from this solicitation will be made directly between the vendor and the requesting entity.

10. REPORTS

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

11. MATERIAL SAFETY DATA SHEET

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

12. INVOICING / PROCUREMENT CARDS

- 12.1 Specific invoicing procedures shall be determined by each participating jurisdiction at the jurisdictions sole discretion. It shall be the awarded vendors responsibility to obtain each jurisdictions invoicing procedures and to follow them exactly.
- 12.2 Orders may be charged directly to the agency's procurement cards at the sole discretion of the participating jurisdiction. Most jurisdictions have a dollar limit for such purchases. It is the Vendors responsibility to be aware of these limits and bill accordingly.
- 12.3 Cash Discounts – Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of the participating jurisdiction, whichever is later.
- 12.4 Pricing may be from the most current price sheet supplied to the jurisdiction only, no exceptions.
- 12.5 Under no circumstances will interest or late fees be paid.

13. AUDITS

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

14. RESOLUTION OF CONFLICT

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

15. SAMPLES.

- 15.1 The successful bidder may be required to furnish samples for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.
- 15.2 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.
- 15.3 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal of the samples.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

SPECIFICATIONS

1. BATTERIES

1.1 All Batteries shall conform to the following specifications, latest editions:

1.1.1 Federal Specifications #W-B-131M

1.1.2 Battery Council International (BCI) replacement data book

1.1.3 Society of Automotive Engineers (SAE) #J537 Storage Batteries including reserve capacity (total minutes of 25 amp output at 80 degrees Fahrenheit.

1.1.4 On each battery delivered, top label must be hot stamped with the battery size (BCI group #) and Cold Cranking Amps (CCA), delivery date and warranty period.

1.1.5 Batteries must be delivered fully charged and ready for use.

1.1.6 Whenever applicable, maintenance free batteries shall be provided.

2. CONSIGNMENT OF STOCK

2.1 The vendor shall consign stock to the agencies of participating jurisdictions as requested. Attached to this solicitation is a list of agencies, locations, and contact persons.

2.2 Each agency reserves the right to increase or decrease the number of stockroom locations during the term of this contract. The types and quantities of batteries stocked at each location is at the sole discretion of each agency.

2.3 The Vendor shall own all stock until the Agency issues it for use. At that time, the title of ownership passes to the participating jurisdiction.

2.4 The Vendor must review each location's storeroom stock levels at a minimum once every two weeks. All stock issued must be replaced and the participating jurisdiction shall be invoiced appropriately. Heavy use locations will need more frequent servicing.

2.5 Low consignment levels that result in emergency requests to the Vendor for additional batteries are to be avoided. Additional trips just prior to bad weather may be required for certain locations.

2.5.1 For example, Highway shops may need additional consignment prior to snowstorms. After the storm event, the stock should be checked again and the consignment reduced to pre-storm levels.

2.5.2 Another example is consignment of lawn equipment batteries. These levels need to be higher during cutting season, and should be reduced to minimal levels during the off-season.

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

3. WARRANTY PERIODS

- 3.1 All batteries furnished shall be provided with a six (6) month free replacement warranty which begins from the date the battery is issued from stock.
- 3.2 An additional 18-month pro-rated warranty (for a total warranty of 24 months) shall be provided for batteries of the industrial and commercial application categories.
- 3.3 An additional 36-month pro-rated warranty (for a total warranty of 42 months) shall be provided for batteries of the passenger car and light truck category.
- 3.4 Pro-rated Warranty claims shall be satisfied using the contract purchase price as the initial cost and using a straight-line depreciation schedule.
- 3.5 Warranty claims shall be satisfied within five (5) working days. The Vendor shall issue a credit to the jurisdiction for the unused warranty period against the jurisdiction's account.
- 3.6 Battery failure due to damage caused by willful neglect or abuse, destruction by fire, collision, explosion, freezing, or overcharging, or theft of the unit shall not be covered under the warranty.

4. QUALITY ASSURANCE OF STOREROOM STOCK

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

5. BATTERY CORES (JUNK BATTERIES)

- 5.1 Battery cores shall be batteries that are found to be old and unusable, and includes batteries whose age exceeds that of its applicable warranty period. These batteries shall be of the types covered by this agreement and may be from any source, including those collected at recycling centers and landfills run by the participating jurisdiction.

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

6. BID EVALUATION PROCEDURE

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

CURRENT SERVICE LOCATIONS BY PARTICIPATING JURISDICTION

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

Anne Arundel County

Millersville Garage
8435 Maxwell Frye Rd.
Millersville, MD 21108
Skip Foster, 410-222-8020

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

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

Baltimore County

Vehicle Operations and Maintenance (VOM) Towson Shop
100 W. Susquehanna Ave.
Towson, MD 21204
Mark Wagner, 410-887-3929

VOM Essex Shop
511 Mace Ave
Essex, MD 21221
Bob Heatterich, 410-887-0274

VOM Liberty Road Shop
8526 Liberty Road
Randallstown, MD 21133
Dave Chaney, 410-887-0785

Equipment Operations and Maintenance (EOM) Parts Shop
12200 Long Green Pike
Glen Arm, MD 21057
Gary Jones, 410-887-8314 (all battery consignment will be shipped to this location for EOM)

Baltimore County Revenue Authority

Diamond Ridge/Woodlands Golf Courses
2309 Ridge Road
Woodlawn, MD 21244,
Gary Crone, Golf Course Superintendent
Matt Madsen, Eric Mercer, Joe Haskins; Assistant Golf Course Superintendents
Reed Barrett, Equipment Mechanic
410-887-1366
410-887-1338 FAX

Greystone Golf Course
2115 White Hall Road
White Hall, MD 21161
Mark Menusan, Golf Course Superintendent
Jed Vail, Assistant Golf Course Superintendent
Harry Mullan, Equipment Mechanic
410-887-1926, 410-887-1929 FAX

Longview Golf Course
1 Cardigan Road
Timonium, MD 21093
Brendan O'Rourke, Golf Course Superintendent
Ernie Hoerger, Assistant Golf Course Superintendent
Bill Nehila, Equipment Mechanic
410-887-7732, 410-666-0160 FAX

Rocky Point Golf Course
1935 Back River Neck Road
Essex, MD 21221
Rick Boldissar, Golf Course Superintendent
Richard Jones, Assistant Golf Course Superintendent
Joe Jordan, Equipment Mechanic
410-887-0277, 410-887-0277*51

The following Baltimore County locations will be for used battery pick-up only (not consignment):

EOM Essex Shop, 14 Emala Ave., Baltimore, MD 21220
EOM Gilroy Shop, 1112 Gilroy Rd., Hunt Valley, MD 21031
EOM Inwood Shop, 74 Johnnycake Rd., Baltimore, MD 21207
EOM Middletown Rd Shop, 20046 Middletown Rd., Freeland, MD 21053
Eastern Sanitary Landfill, 6259 Days Cove Rd., White Marsh, MD 21162

Baltimore County Schools

BCPS Office of Transportation
103 Wight Ave.
Cockeysville, MD 21030
Vern Walls or Gary Fallon, 410-887-1807

Carroll County

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR**

CURRENT ANNUAL USAGE AND BID EVALUATION FORM

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

Grand Total: \$ _____

Credit for junk batteries/Storeroom locations: \$ _____

Credit for Junk Batteries / Landfill Locations: \$ _____

Net Grand Total: \$ _____

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
INVITATION TO BID NO. 206470
BATTERIES, VEHICULAR
Due Date: 01/04/08, Time: 2:30 P.M.**

BID 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 THE INDIVIDUAL PROPOSAL OFFEROR OR BY AUTHORIZED OFFICIAL IN THE FIRM ACKNOWLEDGING AND ACCEPTING ALL TERMS AND CONDITIONS OF THE 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, but request that our company remain on your bidders list for this commodity/service.

_____ We do not offer this commodity/service; please delete our company from future bid lists for this commodity/service.

Is your company a certified Minority Business Enterprise either by the Maryland Department of Transportation (MDOT) of the City of Baltimore? _____ No _____ Yes

If yes, indicate your certification number: _____

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 www.baltimorecountymd.gov/purchasing.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
 INVITATION TO BID NO. 206470
 BATTERIES, VEHICULAR
 Due Date: 01/04/08, Time: 2:30 P.M.**

| PRICE SHEET PAGE 1 OF 1 | | INVITATION TO BID | | | |
|-------------------------|---|-------------------|------|------------|-----------------|
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 00001 | COMMODITY CODE: 060-12-018608 Battery, Vehicular, Discount Off Price Sheet, As Specified | 1 | Disc | \$ _____ | \$ _____ |
| 00002 | COMMODITY CODE: 060-12-030484 Battery, Junk, Picked Up from Jurisdiction Storeroom Locations, One for One (Purchase One / One Turned in as Core), As Specified | 4000 | Each | \$ _____ | \$ _____ |
| 00003 | COMMODITY CODE: 060-12-038449 Battery, Junk, Picked Up from Landfill Locations, As Specified | 12,000 | Each | \$ _____ | \$ _____ |

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____