

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1467
LAMPS AND BALLAST**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase Lamps and Ballast covered by this contract which the County may require during the period of time specified.
- 1.2 The County reserves the right to order supplies that may be required during the said period, and it also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the County during the period covered by this contract.

2. TERM OF AGREEMENT.

- 2.1 The term of this contract shall be for one (1) year. The County reserves the right to renew this contract for four (4) years under the same terms and conditions. The County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

3. DELIVERY ORDERS.

- 3.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of the County. Specific quantities and delivery information will be indicated on delivery orders. Each delivery order will refer to the master agreement number. Delivery orders issued within the term of the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions herein.

4. PRICES.

- 4.1 Prices quoted must remain firm for the period covered by the contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
- 4.2 As lamps and ballast have price fluctuation with the market conditions, the County expects the vendor to offer the "best pricing" possible at the time of the order, however, the price must reflect the minimum quoted discount from manufactures suggested retail price (MSRP). The vendor must make manufacturers pricing catalog available upon request.

5. PUBLISHED PRICE SHEETS.

- 5.1 This contract will allow price sheet fluctuation. The discount quoted shall remain firm for the term of this contract. It shall be the vendor's responsibility to furnish the Purchasing Division any changes in the price sheets. The price sheet must be kept current. Upon

award of the agreement, the successful vendor shall supply three (3) published price sheets to the Purchasing Division.

6. INVOICES.

6.1 All invoices must show the current MSRP, the percent of discount and the extended price reflecting the percent of discount as bid for each item.

7. DELIVERIES.

7.1 Deliveries shall be made promptly. If deliveries are not made within thirty (30) days 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 Contractor and deducted from any monies due or which may become due it.

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

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

8. PACKAGING.

8.1 Packaging shall be in accordance with the best commercial practices for proper protection. All materials must be securely containerized in metal/plastic containers. The interior of the container must be of such material so that the chemical components of the product do not adversely affect the container for the shelf life of the product. All containers shall be labeled indicating content and instructions for proper use.

9. **PREVIOUS CONTRACT.** Due to constant changing of lighting, we could not break down individual quantities on the price sheet. The last contract total dollar amount ordered from May 1, 2015 to present has been \$254,438.52.

10. METHOD OF AWARD.

10.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

11. MULTI-AGENCY PROCUREMENT.

11.1 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order will be issued against the original master agreement, confirming the contracted pricing and giving quantity and delivery requirements.

12. COOPERATIVE PURCHASE.

12.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies,

subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- 12.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

13. CONTRACTOR QUALIFICATIONS.

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

✓ 13.2 Bidders/Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.

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

- 14. CONTRACT MODIFICATION.** The County reserves the right to add or remove items as needed when requirements change. Such modifications shall be incorporated into the contract.

- 15. QUESTIONS AND INQUIRIES; ADDENDA.** Any inquires relative to this bid should be directed to the buyer, Tom Acree, at 410-887-2265.

15.1 If it becomes necessary to revise any part of this RFB, addenda will be posted on the web site at www.baltimorecountymd.gov/purchasing.

15.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

15.3 The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.

16. UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

16.1 Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers,

and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the Contractor/vendor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor/vendor for consideration. The Contractor/vendor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

17. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

17.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

17.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

17.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

17.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and

17.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

18. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE). The resulting minority and women business participation requirement for this contract is 0%.

18.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation

schedule forms. All MBE/WBE participation forms must be completed, executed, and returned with the bid, proposal or qualifications if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.

- 18.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 18.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.
- 18.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

19. ELECTRONIC SUBMITTAL PROCESS.

- 19.1 The cost of preparing Bids is the responsibility of Bidders.
- 19.2 To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.
- 19.2.1 DO NOT CARBON COPY (cc) the buyer on the bid submission.
- 19.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the

Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

- 19.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 20.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 19.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 19.6 The County reserves the right to waive minor irregularities in conjunction with Bids.