

BRCPG

**Baltimore Regional
Cooperative Purchasing Committee**

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

**REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

REVISED Due Date: 01/15/15, Time: 2:15 PM

**AMENDMENT NO. 3
DATED 01/09/15**

Direct all questions to the lead agency:

Kathy Madary, Staff Buyer

Phone: (410) 887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

AMENDMENT NO. 03

The following questions are answered and clarifications are made to the solicitation.

1. **Question:** Will all jurisdictions pick material up, or will delivered loads be necessary? Pricing would not be the same for delivered products, and our minimum load requirement to deliver would be 20 tons.

Answer: Baltimore County and Howard County will be picking up all their material. Anne Arundel County may require material to be delivered. A line will be added to the price sheet to cover delivered material for Anne Arundel County only.

2. **Discard page 30 of 41 (the price sheet) and replace with the revised attached price sheet.**

3. A revised bid label is attached.

4. Discard pages 31-41 and replace with the attachment titled "Category 900, Materials, Section 924 – Cold Patch Material."

5. On page 25 of 41, Section 7, delete the first three (3) sentences. Replace with the following:

"The following products are acceptable: Aquaphalt, Bond-X Green, Green Patch, High Performance Cold Patch, Perman-Patch, and QPR." See attached sheet showing the manufacturers for each product. The rest of Section 7 still applies.

6. Anne Arundel County delivery locations are as follows, to be specified at the time of ordering, in 20 ton minimum loads. Deliveries are accepted Monday through Friday, from 8:00 a.m. to 1:00 p.m., excluding County holidays. Deliveries for the Central Water Facility are accepted Monday through Friday, from 8:00 a.m. to 2:00 p.m. The successful bidder shall call the location receiving materials one (1) hour prior to arriving on site. Receiving tickets must show gross, tare, and net weight. Pricing shall include all delivery charges. Deliveries to Anne Arundel County shall be made no later than two (2) business days after order is placed, on a date and time mutually agreed on by both parties.

Locations:

Northern District
Dover Road Yard
200 Dover Road
Glen Burnie, MD 21061
(410) 222-6141

Northern District
Mountain Road Yard
318 Mountain Road

Pasadena, MD 21122
(410) 222-6120

Central District
Crownsville Road Yard
1847 Crownsville Road
Annapolis, MD 21401
(410) 222-7940

Central District
St. Margaret's Yard
415 Broadneck Road
Annapolis, MD 21401
(410) 222-1933

Central District
Odenton Yard
1427 Duckens Street
Odenton, MD 21113
(410) 222-6126

Southern District
350 West Central Ave.
Davidsonville, MD 21035
(410) 222-1933

Utilities Department of Public Works
7409 B & A Blvd.
Glen Burnie, MD 21061
(410) 222-6012

Central Water Facility
435 Maxwell Frye Rd.
Millersville, MD 21108
(410) 222-8410

7. All other terms and conditions remain the same.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX
REVISED Due Date: 01/15/15, Time: 2:15 P.M.

REVISED PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 745-21 Cold Mix, High Performance, Baltimore County, FOB, Origin, County to Pick-Up, as per specifications	2,000	Tons	\$ _____	\$ _____
2	COMMODITY CODE: 745-21 Cold Mix, High Performance, Anne Arundel County, FOB Origin, County to Pick-Up, as per specifications	500	Tons	\$ _____	\$ _____
3	COMMODITY CODE: 745-21 Cold Mix, High Performance, Howard County, FOB Origin, County to Pick- Up, as per specifications	200	Tons	\$ _____	\$ _____
4	COMMODITY CODE: 745-21 Cold Mix, High Performance, Anne Arundel County, FOB Delivered, to listed locations, as per specifications	1,700	Tons	\$ _____	\$ _____

GRAND TOTAL \$ _____

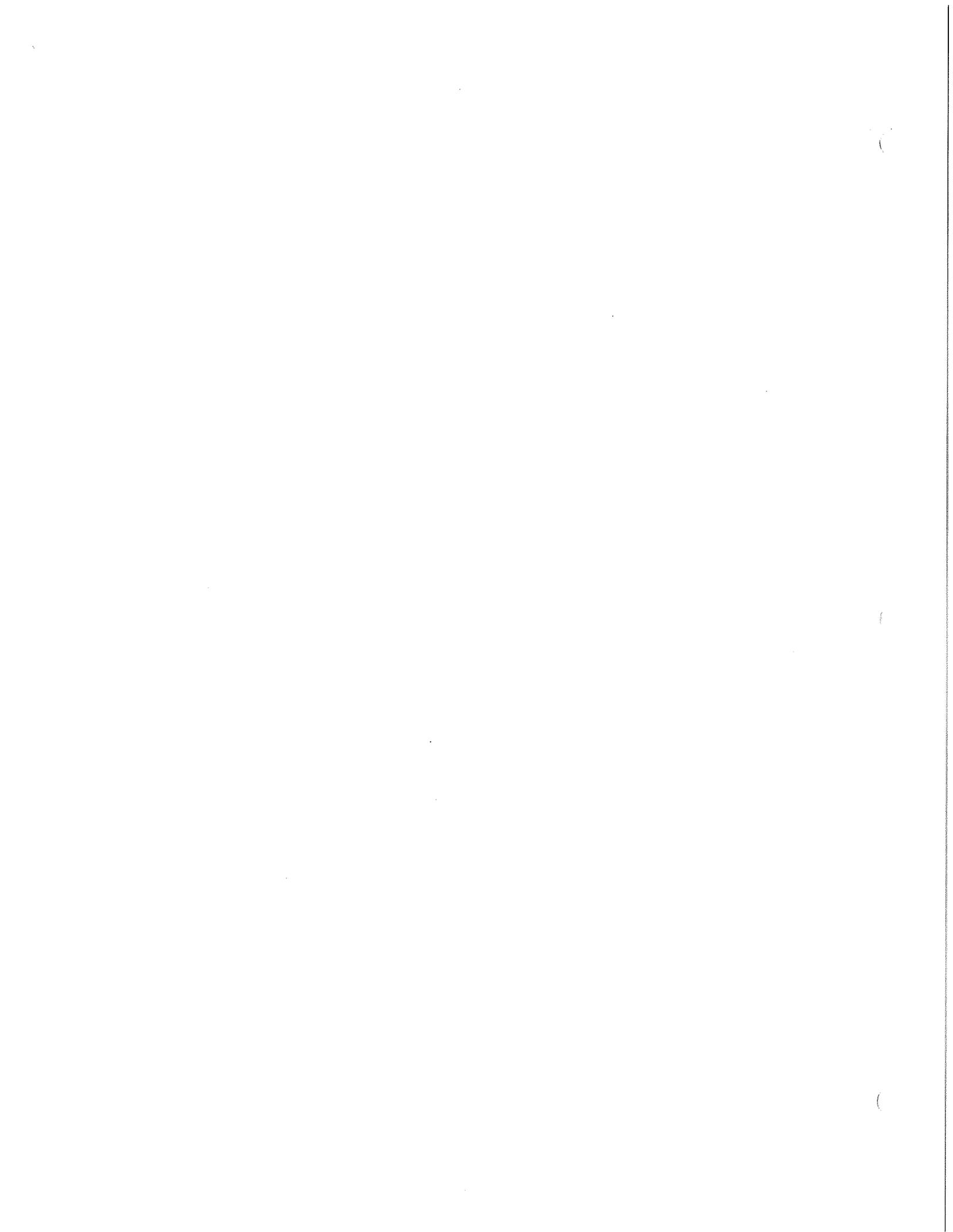
COMPANY NAME: _____

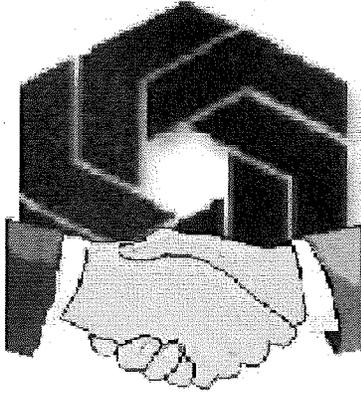
FED ID OR SOCIAL SECURITY NO. _____

BID REPLY LABEL

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

REQUEST FOR BID	
<hr/>	
NO. B-839 01/15/14, 2:15 PM HIGH PERFORMANCE COLD MIX	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665





BRCPG

Baltimore Regional Cooperative Purchasing Committee

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

REQUEST FOR BID NO. B-839 HIGH PERFORMANCE COLD MIX

REVISED Due Date: 01/15/15, Time: 2:15 PM

AMENDMENT NO. 2 DATED 01/07/15

Direct all questions to the lead agency:

Kathy Madary, Staff Buyer

Phone: (410) 887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

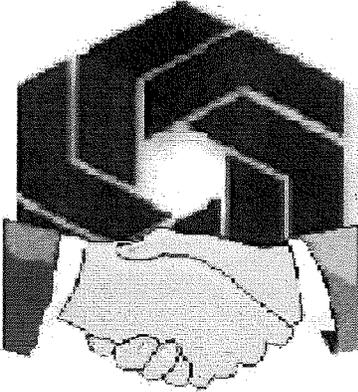
Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

AMENDMENT NO. 02

The following change is made to the solicitation.

1. The bid due date is revised again from Monday, January 12, 2015 at 2:15 pm to Thursday, January 15, 2015 at 2:15 pm.
2. All other terms and conditions remain the same.



BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**

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

**REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

REVISED Due Date: 1/12/15, Time: 2:15 PM

**AMENDMENT NO. 1
DATED 12/19/14**

Direct all questions to the lead agency:

Kathy Madary, Staff Buyer

Phone: (410) 887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

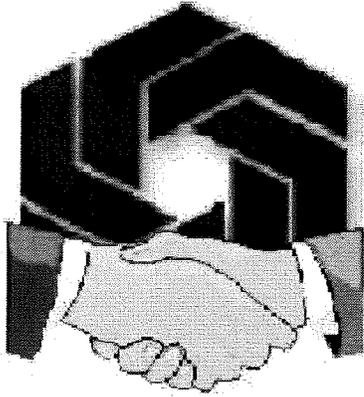
Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

The following change is made to the solicitation.

1. The bid due date is revised from Monday, December 29, 2014 at 2:15 pm to Monday, January 12, 2015 at 2:15 pm.
2. All other terms and conditions remain the same.



BRCPC

Baltimore Regional Cooperative Purchasing Committee

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

REQUEST FOR BID NO. B-839 HIGH PERFORMANCE COLD MIX

Due Date: 12/29/14, Time: 2:15 PM

Direct all questions to the lead agency:

Kathy Madary, Staff Buyer
Phone: (410) 887-3888
Email: kmadary@baltimorecountymd.gov
BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

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

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

BIDDER CHECKLIST

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

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BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing not less than 10 calendar days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at www.baltimorecountymd.gov/agencies/budfin/purchasing/currentsolicitation.html. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCP's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCP and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCP.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quantity and

type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.
- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

- 10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workmen's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
- 10.2 Refer to the specifications for detailed insurance requirements. [Or insert the lead jurisdiction's requirements here]

11. DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or

other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

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

jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or

remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRPCP.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

GENERAL TERMS AND CONDITIONS APPLICABLE TO
STATE OF MARYLAND, BOARDS OF EDUCATION

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

- 2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.
- 2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.

Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid

without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

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

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

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

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

3. Reservations

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

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

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

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

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

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

limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by, it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

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

4. Competition

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

4.2 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.

4.3 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.

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

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

4.6 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.

4.7 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.

5. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

6. Authority

6.1 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.

6.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

6.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

**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, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

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 employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a *(Insert State Name)* _____ *(Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor)*, 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. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose.
 The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:
Title:
(Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Business is a MBE _____ or WBE _____

[] Maryland State Department of Transportation (MDOT) # _____

[] City of Baltimore # _____

[] Name Other Jurisdiction: _____ # _____

[] The ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ Minority Status

_____ African American
_____ Asian American
_____ Caucasian

_____ Hispanic American
_____ Native American
_____ Women

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

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.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="11">Social Security Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="11">OR</td> </tr> <tr> <td align="center" colspan="11">Employer Identification Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social Security Number																						OR											Employer Identification Number																					
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<input type="checkbox"/> CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING	
<input type="checkbox"/> CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:	
Filing Status (Ownership) (LLC is not acceptable)	
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Corporation	<input type="checkbox"/> 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 Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$500,000 each employee

2.4 Other

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

BID REPLY LABEL

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

REQUEST FOR BID	
NO. B-839 12/29/14, 2:15PM HOT PERFORMANCE COLD MIX	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX**

GENERAL CONDITIONS

1. **SCOPE.** It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County, Anne Arundel County, and Howard County shall purchase high performance cold mix covered by this agreement which these Counties may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation. The Counties reserve the right to order such supplies as may be required during the said period, and they also reserve the right not to order any supplies bid upon by the vendor, if it is found that such supplies are not required by the Counties during the period covered by this agreement

2. **TERM OF CONTRACT.**
 - 2.1 The term of this contract shall be for one (1) year. Each county reserves the right to renew this contract for up to four (4) additional one year renewal options under the same terms and conditions. Each 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 jurisdiction's purchasing department ninety (90) days prior to the current terms expiration date.

 - 2.3 The Contractor must maintain the insurance coverages required by the county while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

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

4. **METHOD OF AWARD**
 - 4.1 Award will be made on a line item basis. Each line item shall represent a pick-up price to any location within the boundaries of the County represented by that line item.

 - 4.2 Baltimore County, the lead procurement jurisdiction, reserves the right to award to more than one vendor for each line item, depending on the pick-up location and the costs of travel time for the line item's jurisdiction.

5. **DELIVERY ORDERS.**
 - 5.1 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.

- 5.2 The vendor shall maintain the following minimum stock levels throughout the entire term of this agreement: 500 tons for each County (Anne Arundel County and Anne Arundel Public Schools are considered one county jurisdiction). The pick-up locations for each participating jurisdiction, must be within the boundaries of the jurisdiction, or within five (5) miles of its border.

6. PICK-UPS

- 6.1 Pick-ups shall be readily available; minimum stock levels for pick-ups have been established. If pick-ups not ready within ten (10) days after receipt of order, the Purchasing Agent reserves the right to procure the supplies elsewhere on the open market, in which event, the extra cost of procuring the supplies may be charged against the vendor and deducted from any monies due or which may become due him.
- 6.2 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 is considered in subsequent awards.
- 6.3 Failure to meet the pick-up date or to provide the high performance cold mix as specified may result in termination of this contract for default.

- 7. SPECIFICATIONS.** The following products are acceptable: UPM, Perma Patch, Bond X, Sylcrete EV, Hei-Way Latex Modified, QPR, and Optimix. Alternate products must be approved by the Bureau of Highways prior to award. Specifications are attached for the following products: QPR, Sylcrete EV, UPM, and Hei-Way Latex modified. For products not listed in this section bidders must provide specifications in addition to the product sample no later than one (1) week before bids are due. Do not submit any pricing info with the proposed product. Only submit the product and its specification for evaluation. Bidders must quote on one of these pre-approved high performance cold mixes, unless another product submitted for review is approved. All cold mix provided under this term contract must comply with one of these specifications.

8. INVOICING PROCEDURE

- 8.1 Delivery tickets must accompany each delivery. Will call tickets must accompany each pick-up. Invoices must be legibly prepared showing the full description, tonnage, and price of item(s) delivered or being picked-up. Authorization to pay invoices will be given by the using agency prior to payment of invoices.
- 8.2 Invoices must be submitted in duplicate on a monthly basis to each jurisdiction at the following locations:

Baltimore County Office of Budget and Finance
Disbursements Division, Room 149
400 Washington Avenue
Towson, Maryland 21204

Anne Arundel County Purchasing Department
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

Howard County DPW/Bureau of Highways
Attention: Bob Firmani
4301 State Route 32
Dayton, MD 21036

- 8.3 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 or correct and proper invoices prepared in accordance with terms of each County's order, whichever date is later. Under no circumstances will interest be paid.

9. COOPERATIVE PURCHASE.

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

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

10. **MATERIAL SAFETY DATA SHEET.** If the product herein described contains any ingredient or if the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, Room 148, Historic Courthouse, 400 Washington Avenue, Towson, MD 21204-4665.

11. **MULTI-AGENCY PROCUREMENT.** Each participating jurisdiction reserves the right to extend the terms and conditions of this term contract to any and all other agencies requiring these commodities and/or services. A contract release order will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

12. TESTING OF MATERIALS

- 12.1 Each County shall determine if, when, and how they will test materials for compliance to the manufacturer's specifications.
- 12.2 Within the requirements of this section, the term "Engineer" refers to the technical representative of any County buying high performance cold mix under this agreement.
- 12.3 Materials will be subject to assurance and acceptance testing by the Engineer at such locations with such frequency as he deems appropriate.
- 12.4 The point or points of sampling will be those points at which required physical or chemical properties are to be met. It is intended that insofar as it is practical, these points will be the points in the productive process just prior to inclusion into the work or into combination

with other materials. It is also intended that sampling and testing be conducted in such a manner and at such points as to minimize interference with the maintaining of an efficient schedule by the vendor. Where the nature of the work precludes the attainment of both of these ends simultaneously, the Engineer will designate the points of sampling in a manner so as to insure that specifications are met.

- 12.5 Although it is required that all materials will conform to the specified values for all properties, the Engineer may designate different points of sampling and different sampling intervals for separate characteristics of any material.
- 12.6 The vendor will assist in the sampling of materials and will make provision for safe and reasonable access.
- 12.7 Where possible, the Engineer may elect to sample and test lots of material at the point of manufacture. In this event, lots may be given approval and so marked by the Engineer where practical. This procedure assumes that consistent production and appropriate storage, handling and shipping practices will be maintained by the vendor. Such approval does not preclude subsequent inspection, sampling and testing of materials at the delivery site.
- 12.8 Acceptance or rejection shall be predicated on inspection and/or testing of materials or material samples on or from the job site where results differ with assurance test results of the same materials at other locations.
- 12.9 The Engineer may refuse to carry out resampling and testing of materials which have been shown to be defective by normal sampling and testing routines where the vendor is not providing adequate control testing.

13. GUARANTEE

- 13.1 The material shall remain workable, in an uncovered stockpile for a period of not less than twelve (12) months.
- 13.2 Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up, or ravel-out within a period of twelve (12) months from the time of repair.
- 13.3 In the event the material furnished does not meet all of the above requirements suppliers shall replace the unsatisfactory with approved material at the County's option.
- 13.4 In the event that the replacement option is exercised, the supplier shall be required to remove the unused portion of the unacceptable material at no expense to the County and deliver an equal quantity of acceptable material. The material shall be delivered to the location(s) designated by the Engineer within ten (10) days from the date of written notification from the County. The acceptable materials shall be provided and delivered at no extra charge to the County.

14. ESCALATION

- 14.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer

Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

14.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

14.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

15. **ELECTRONIC VERSION SUBMITTAL.** In accordance with the General Instructions for Solicitations, 1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in MS Word format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX
Due Date: 12/29/14, Time: 2:15 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 REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

_____ (City) _____ (State) _____ (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package. _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

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

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

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

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

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-839
HIGH PERFORMANCE COLD MIX
Due Date: 12/29/14, Time: 2:15 P.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 745-21 Cold Mix, High Performance, Baltimore County, FOB, Origin, County to Pick-Up, as per specifications	2000	Tons	\$ _____	\$ _____
2	COMMODITY CODE: 745-21 Cold Mix, High Performance, Anne Arundel County, FOB Origin, County to Pick-Up, as per specifications	1180	Tons	\$ _____	\$ _____
3	COMMODITY CODE: 745-21 Cold Mix, High Performance, Howard County, FOB Origin, County to Pick- Up, as per specifications	200	Tons	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____



High Performance Permanent Pavement Repair Material Material Specification

QPR-H2C Bag Material DESCRIPTION

This material shall be a plant or pug mill mixed high performance pavement patching material capable of storage in an uncovered outdoor stockpile for a minimum of 12 months. It shall be composed of laboratory approved mineral aggregates and modified bituminous QPR® Liquid Oil Blend capable of coating wet aggregates without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15° F. and be capable of retaining adhesive qualities in wet applications. The patching material shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement repair area is overlaid.

ENVIRONMENTAL IMPACT

The modified bituminous asphalt repair must have an independent test conducted by a certified laboratory as to toxicology results in a Static Acute Bio Assay Procedures for Hazardous Materials which determines effect of run-off into waterways, lakes, ponds, and ground water. Furthermore, results of analysis for the toxicity should indicate a 0% mortality rate of Daphnia magna at 100% effluent concentration. Further, the repair material must be classified as non-hazardous, and biologically non-toxic. Laboratory results must be available for review.

MATERIALS

A) Aggregate

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse aggregate shall be from the plant site and laboratory tested. Sampling and testing methods shall be in accordance with accepted local practice.

Gradation analysis to comply with all local requirements. Recommended gradation analysis is as follows:

<u>SCREEN SIZES</u>	<u>PERCENTAGE PASSING</u>
1/4"	100
#4	40 - 90
#8	5 - 40
#16	0 - 10
#50	0 - 6
#200	0 - 2

All aggregate percentages are based on the total weight of aggregate.

ASTM	C-88	Soundness Loss	12.0% Max.
ASTM	C-131	Los Angeles Abrasion	40.0% Max.
ASTM	C-117	-200 Sieve (by wash)	2.0% Max.
ASTM	C-127, 128	Absorption	1.0 - 2.0% Max.
ASTM	C-127, 128	Specific Gravity	2.55 - 2.75% Max
ASTM	C-123	Soft Aggregates	3.0% Max.

Aggregate Acceptance

Aggregate compatibility approval must be obtained from the QPR quality control facility in Charleston, South Carolina prior to material production at any mixing plant.

B) Bituminous Material

The modified bituminous liquid oil blend shall be QPR[®] which meets the following requirements:

ASTM D-6373	Performance Graded Asphalt Binder	PG 58 -28 to PG 64 -22
ASTM D-1310	Flashpoint (TOC):	200° F (94° C.) minimum
ASTM D-402	Distillate Test (Volume of original sample):	
	To 437° F (225° C)	None
	To 500° F (260° C)	0 - 5%
	To 600° F (315° C)	0 - 25%
	Residue from distillate at 680° F (360° C)	72 - 95%
ASTM D-113	Ductility at 39° F (4° C) 0.4 in. /Min:	100 Minimum
ASTM D-2042	Solubility in Tricloroethylene:	99% Minimum

RESIDUE TESTS

ASTM D-2171	ABS. Viscosity at 140° F (60° C):	125-425 poises
ASTM D-5	Penetration:	200 Minimum
ASTM D-113	Ductility at 39° F (4° C) 0.4 in. /Min:	100 Minimum
ASTM D-2042	Solubility in Tricloroethylene:	99% Minimum

QPR[®] Liquid Oil Blend shall be shipped from authorized blending terminal locations. Liquid shall be completely blended at terminal under supervision of authorized Quality Control personnel. No additives, modifiers, or extra ingredients are to be introduced into the liquid oil blend at any time after shipment from terminal. A copy of bill of lading and material certification shall accompany every shipment. Liquid Oil Blend shall be shipped in insulated tankers to maintain oil temperature during transportation.

PLANT MIX

The cold mix shall consist of aggregates meeting material as specified in Section A) *Aggregate*, and the bituminous liquid oil blend meeting material specified in section B) *Bituminous Material* as indicated in the proposed job mix formula. Bituminous material shall be accepted at the supplier's source and at the plant site on the basis of a supplier material certification.

The preferred mixing ratio shall be 4.5% to 6% liquid oil blend per finished ton (2000 lbs) of mixed material. Continuous on-site testing will determine exact final mixing ratio which will be identified in the final job mix formula. All aggregate percentages are based on the total weight of the aggregate. The bituminous liquid oil blend content is based on the total weight of the mix.

The job mix formula information shall provide:

- Aggregate gradation band and aggregate type.
- Bituminous material - amount and type including any additives used.
- Temperature ranges for material preparation.

MANUFACTURING PREPARATION & OPERATION

Asphalt Plant Production

The mixture is to be produced through a conventional asphalt plant only under the direct supervision of a qualified QPR sales representative and finished product will not exceed 180°F. The bituminous liquid oil blend shall not be heated above 220°F. The final mixture must be tested in accordance with QPR on-site quality control requirements. When producing in an asphalt plant with heat, the finished QPR[®] material must be left in dump truck size loads for a minimum of 48 hours prior to pushing the material up into a large cone shaped stock pile, thus allowing the QPR[®] material to cool off to ambient temperature.

Pug mill Production

The mixture can be produced through a cold manufacturing process (PUG MILL). The QPR[®] Bituminous Liquid Oil Blend shall be heated between 200°F to 220°F. The QPR[®] Liquid Oil Blend temperature is elevated to help with the adhesion process between the bituminous liquid and the aggregate. The finished mix will not

exceed 180°F when produced through the Pug mill. The final mixture must be tested in accordance with the QPR on-site quality control requirements.

STOCKPILE INSPECTION

Prior to production, the stockpile site is to be inspected for any contaminants that may affect the quality of the QPR® High Performance Permanent Cold Patch. The stockpile area should be a hard clean surface, preferably paved with concrete, or a bituminous surface and have proper retention.

SPECIFICATION SAMPLING

A one quart sample of the QPR® Liquid Oil Blend will be retained at the asphalt blending terminal prior to shipment. Upon delivery of the transport tanker, an additional one-quart sample will be taken at the production site by the QPR sales representative and will be performed at the half way point of the load and is to be retained by the customer / producer for a period of one year, or until the stock pile is depleted.

QPR® QUALITY CONTROL

On each load, a Quality Control Report will be prepared by the QPR quality control technician. All phases of production of the plant operation and the material testing on each 150 tons of production will be prepared and entered accordingly in each category. Site tests will be completed which include Spot Test, Strip Resistance, Coating Observation and Roll Test.

HEATING OF FINISHED PRODUCT

QPR® should not be heated above 70°F (21°C) when utilizing a hot box.

TRAINING OF INSTALLATION CREWS

QPR will make available a complete training program for all road crews to ensure correct patching methods, along with updates on this subject.

STOCKPILING

One (1) year shelf life. QPR® may be stockpiled up to 12 months in an uncovered outdoor stockpile.

QPR® High Performance Pavement Repair, when applied according to our directions to deteriorated concrete or bituminous pavement surfaces, is guaranteed to adhere permanently to the repaired area for the life of the repair or until the surrounding pavement area fails. QPR will replace actual volumes of QPR® at no charge for any QPR® High Performance Pavement Repair that should ever ravel or release from a properly repaired area.

QPR® is a registered trademark of QPR.

#SYLCRETE EV EXTRA VALUE COLD MIX Specifications

SYLCRETE EV is a performance guaranteed cold mix asphalt for the year 'round overlays and the repair of potholes and utility trenches in both asphalt and concrete.

[Back to Products page](#)

PERFORMANCE FEATURES

- Workable down to -10 F
- Sticks to wet potholes
- Full year stockpile life
- Can be paved over
- Hot mix adhesion
- No tack coat needed
- Guaranteed 95% effective
- Does not stip in water

MATERIALS

A: Aggregates

Aggregates will consist of approved crushed aggregate, complying to AASHTO M43 (aggregate size designation) modified in the following manner in accordance with ASTM C-136 standard test method.*

Sieve	#9 Patching Gradation % Passing	#89 Patching Gradation % Passing	Overlay Gradation % Passing
1/2 inch		100	100
3/8 inch	100	90-100	85-100
# 4	85-100	20-55	50-70
# 8	10-40	5-30	
#10			32-42
#16	0-10	0-10	
# 30	0-7	0-7	
#40			11-26
# 50	0--5	0-5	
# 80			4-14
- 200 (sieve)	0-2.5	0-2.5	1-6
Physical Properties			
ASTM C-88	Soundness Loss (Sodium-5 Cycles)	12.0% Max.	

ASTM C- 131	Los Angeles Abrasion Loss	45.0% Max.
ASTM C-127-28	Absorption	0.05%-2.0%
ASTM C-127-28	Specific Gravity	2.45-2.80
Other Deleterious Matter		
ASTM C- 123	Soft pieces	3.0% Max.
ASTM C-295	Coal and Lignite	1.0% Max.
ASTM C- 142	Shale, Chirt, Shady Material, etc.	2.5% Max.

* Depending upon the intended application, alternate aggregate gradations and specifications may be recommended by Sylcrete Corporation.

B: Bituminous Material

The bituminous Material shall be **SYLCRETE-EV Liquid Asphalt Blend** from Sylcrete Corporation. When prepared from a base stock of either 85-100 pen, 120 150 pen, AC-10, AC-20, AR-2000 or AR-4000, and blended in accordance with and approved by Sylcrete Corporation, it shall meet the following requirements.

ASTM D-1310	Flash Point (TOC): 275 F Minimum
ASTM D-2170	Kinematic Viscosity at 60 C (140 F): 300-4000
ASTM D-95	Water: 0.2% Maximum
ASTM D-402	Distillate Test (Volume of original sample): To 225' C (437 F): None To 260' C (500 F): 0-5% To 315' C (600 F): 0-25% -
Residue Tests	
ASTM D-2171	Abs. Viscosity at 60 C (140 F): 125-425 Poises
ASTM D-5	Penetration: 180 Minimum (using cone method)
ASTM D-113	Ductility at 21 C (70 F), 1 cm/min.: 100 Minimum
ASTM D-2042	Solubility in Trichloroethylene: 99% Minimum

STRIPPING TEST

A suitable size test sample of the plant mixed material shall be permitted to cure to normal laboratory temperature after which it shall be placed in a glass jar, completely flooded with distilled water, and fitted with a tight cover. The jar and contents shall be allowed to stand for a period of 24 hours at normal laboratory temperatures (approximately 70 F or 21 C). The sample jar shall then be agitated for a period of 60 seconds. The water shall then be poured from the jar and the sample removed to a flat surface and be permitted to air dry after which it will be visually examined for stepping of the bituminous film from the aggregate. The aggregate shall be at least 95% coated with bituminous film.

COMPOSITION OF MIXTURE

The mixture shall consist of an aggregate conforming to MATERIALS Section A, and a bituminous material conforming to MATERIALS Section B. The mixing ratio shall be to 6.0% liquid blend or 120 lbs. per finished ton. The approved formula shall have an allowable variation of not more than the following minimum and maximum ranges:

	Minimum	Maximum

Job Mix Formula	4.5% (90 lbs/ton)	7.0% (140 lbs/ton)
Residual Asphalt (ASTM D-2172)	3.0%	6.5%

PREPARATION OF MIXTURE

The approved aggregate should be surface dried. When heat is applied, the mixed temperature shall not exceed 175 F without the authorization of a Sylcrete Corporation representative. The asphalt blend shall be heated to a temperature of between 150 F and 250 F in accordance with the instructions of a Sylcrete Corporation representative. The mixture shall be mixed until all of the aggregates are uniformly coated.

STOCKPILE LIFE AND PROCEDURES

Following production, **SYLCRETE-EV Cold Mix** should be allowed to cure at ambient temperature levels prior to use, by storing 24-48 hours in not higher than 6 ft. piles. Once ambient temperature levels are reached, **SYLCRETE-EV Cold Mix** can be mounded into a single normal height stockpile. The **SYLCRETE EV Cold Mix** stockpile life is one year from date of production when applied in the same or a warmer ambient temperature range originally designed for the mix. If a mix is originally designed for 20-40 F usage, it can be used for a full 12 months in the same or warmer conditions. However, if a mix is designed for 80-100 F usage, it will be usable 12 months later in that same temperature range, but will not be usable in substantially lower, interim temperatures. **SYLCRETE-EV Cold Mix** may be stored in an uncovered stockpile of 100 tons or more up to one year. However, in severely cold environments it may be necessary to either cover **SYLCRETE-EV Cold Mix** stockpiles, or allow quantities of **SYLCRETE-EV Cold Mix** to be stored at a minimum of 50 F for up to 12 hours prior to application, in order to eliminate ice crystals in the material.

PLANT AND EQUIPMENT

Storage facilities and all equipment used in the preparation of the mixture shall be approved by the local governing agency. The materials for individual batches shall be measured accurately either by volume or by weight, using approved methods and equipment. A batch type mixer, drum mixer, continuous mixer, or portable pug mill, of approved design and capacity shall be used in mixing the ingredient materials. An approved dryer shall be available for surface drying the aggregate.

HANDLING PROCEDURES

During the production of **SYLCRETE-EV Cold Mix**, and the production or handling of **SYLCRETE-EV Liquid Blend**, normal industry-wide safety precautions such as the prohibition of cigarette smoking, and any other form of ignition or combustion, should be strictly enforced in the general vicinity of such operations. In addition, any asphalt materials used in the production of **SYLCRETE-EV Cold Mix Liquid Blend** shall not exceed 350 F in temperature. The application of **SYLCRETE-EV Cold Mix** shall be performed without the addition of supplemental heat. Any effort to heat **SYLCRETE-EV Cold Mix** prior to or during application could adversely affect performance.



**Detailed Specifications for
Bituminous Cold Patch Material
UPM Permanent Pavement repair Material**

GENERAL:

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These Grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be UPM Liquid Asphalt Blend, from Unique Paving Materials Corporation, Cleveland, Ohio (Unique) or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate		Volume % Original Sample	
	Minimum	Maximum	Minimum	Maximum
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa x s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.



AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS

ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (09.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5	0 - 5
Soundness Loss (Sodium, 5 cycles)		ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss		ASTM C 131	45.0% maximum
Specific Gravity		ASTM C 127	2.45-2.85
Absorption		& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss		ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	95.0 to 93.5%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by Unique's laboratory testing.

Heat should be applied to the aggregate when determined as necessary by Unique's laboratory testing prior to production of the mixture or by a technical representative of Unique.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.



PRODUCTION SUPERVISION:

A technical representative from Unique will be present at every production for quality assurance of the mix. This supervision shall be at the expense of Unique.

MIXTURE:

The UPM mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) Of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ² One-Year Minimum
Shelf Life of 100 Tons or more		

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of UPM. That value is necessary to minimize the effect of the plant when producing the finished UPM Cold Mix.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
- B. Smaller quantities must be reasonably covered.
- C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Department.

"Providing valuable products from valuable people to valuable customers."

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HEI-WAY, LLC

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Specification for HEI-WAY Latex-Modified Patching Material

Pennsylvania Department of Transportation listed as HEI-WAY Latex-Modified
Permanent Patching Material in "Approved Construction Materials",
Bulletin 15, Miscellaneous Section.

DESCRIPTION. This material is a plant-mixed bituminous stockpile mixture consisting of mineral aggregate coated with a bituminous liquid. It exhibits the following qualities:

- 1) The mixture is workable according to seasonal temperatures.
- 2) The mixture yields a durable pavement patch when temporary patching methods are used.
- 3) The mixture is temperature stable, i.e. no drain down of the bitumen from the aggregate occurs in transit, placement, or in stockpile.
- 4) The mixture is thoroughly coated with bitumen.
- 5) The mixture does not strip when handled, stockpiled, or placed. The mixture passes a modified ASTM D1664 strip test.
- 6) The mixture does not require a tack coat for placement.
- 7) The mixture performs satisfactorily in the field.

MATERIALS. The materials and their uses meet applicable requirements of the Pennsylvania Department of Transportation Form 408, Sections 703.2 and 401.2, add Bituminous Material asphalt cement.

Modify or use appropriate modifiers, if necessary, to obtain a mix which results in a completed bituminous mixture meeting the above performance criteria.

<u>Class of Material</u>	<u>Type of Material</u>	<u>Penetration Range</u>
AC	Asphalt Cement	100-220

Bituminous material asphalt cement is used throughout the year.

Aggregates meet the requirements of Section 703.2, Type A.

Furnish the Latex-Modified completed asphalt mixture within these gradation limits.

Composition of Mixture (total % by weight passing square sieve openings)

<u>Passing Sieve</u>	<u>Percent Passing</u>
1/2"	100%
3/8"	85-100%
#4	40-100%
#8	10-45% Change to 0-45%
#200	0-5%

The minimum requirements for the percent residue of the bituminous material in the mixture are as follows:

Stone and Gravel	-	4.5%
Slag	-	5.5%

NOTE: The completed mixture will be furnished as specified above except the asphalt residue shall not be deficient by more than 0.5% from the above values and no individual test shall vary more than +/- 1.0%. No individual test for percent passing the #200 sieve shall exceed 5.4%.

Asphalt used in this mixture is asphalt cement modified with a styrene/butadiene copolymer designed to improve low temperature material qualities while adding desirable stability characteristics. The percent of solids in the copolymer is approximately 70%. The percent of copolymer in the material is between 2 to 5 percent.

The acceptance of the mixture shall be determined by Section 401.2(d), as applicable.

CONSTRUCTION REQUIREMENTS. All plants manufacturing mixtures of this specification shall be approved by the Department.

All mineral aggregates and bituminous materials are proportioned by weight or volume. The completed mixture shall be weatherproof. No emulsion runoff or leaching occurs. The completed mixture is stockable for extended periods of time (6 to 12 months), is fully serviceable when needed according to seasonality, and does not require retesting in the laboratory after 6 months to confirm performance and lab properties.

The temperature of the asphalt cement bituminous material, aggregate, and completed mixture are:

	<u>Temperature Range, Fahrenheit, °F</u>	
<u>Asphalt Cement</u>	<u>Aggregate</u>	<u>Mixture</u>
175 – 350	25-150	125 maximum

PERFORMANCE. Mixtures conforming to this specification are stockable, temperature stable, thoroughly coated, non-strippable mixtures that perform satisfactorily in the field.

METHOD OF MEASUREMENT AND PAYMENT. Per ton.

