



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

SPECIFICATIONS AND BID FOR:

**BOTTLED WATER**

**BID #: 40-F-1-13/14**

**PASSWORD: BW**

FORWARD TO: Carroll County Bureau of Purchasing  
Carroll County Office Building  
225 North Center Street – Room 106  
Westminster, Maryland 21157

DATE AND TIME DUE: May 21, 2014 at 10:30 EST

**PLEASE NOTE:**

**Please direct all questions to the Buyer:** Maureen C. Dunn, CPPB

**Telephone #410- 386-2181**

**Fax #410-840-8929**

**Email: [mdunn@ccg.carr.org](mailto:mdunn@ccg.carr.org)**

**Publish Date: May 5, 2014**

State of Maryland. Anne Arundel County. Baltimore City. Baltimore County. Carroll County. Harford County. Howard County

Adopted by the Baltimore Regional Cooperative Purchasing Committee 12/15/2008

**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 affidavit is included in this bid packet.

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.

2.9 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 [ccgovernment.carr.org](http://ccgovernment.carr.org). 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 BRCPC'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 BRCPC 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 BRCPC.

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 quality 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 there under. 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. See page 12, #26 A-E.

## 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 participation 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 there under, 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 there under.

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](http://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 BRCPC.

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.

**GENERAL INFORMATION FOR BIDDERS**

**BID NUMBER: 40-F-1-13/14**

The Board of County Commissioners of Carroll County  
225 North Center Street  
Westminster, MD 21157  
(Hereinafter the "County")

Telephone: Westminster (410-386-2181)  
Baltimore (888-302-8978)  
Fax No.: (410-840-8929)

**1. INSTRUCTION, FORMS, AND SPECIFICATIONS**

- A. Bidders obtaining plans, specifications and bid documents from sources other than the Carroll County Bureau of Purchasing are solely responsible for notifying Carroll County that they are a potential bidder, and are solely responsible for reviewing Carroll County's website for any addendums. If you fail to contact the Carroll County Bureau of Purchasing, you may not receive any addendums or correspondence relating to the bid for which you are a potential bidder.
- B. All bids shall be submitted on the attached form, or on an exact copy thereof which contains identical language. All blank spaces of the form shall be fully completed in accordance with these instructions without variation, and Base Bid Sum shall be stated both in writing and in figures; and in case of discrepancy, written words shall be considered as being Bid Price. The bid of an individual must be signed by the individual, personally; the signature trade name must be stated. The bid of a partnership must state the names and addresses of all partners, the partnership business name and address, and it must be signed by at least one of the partners, with the signature witnessed. The bid of a corporation must show the State of Incorporation and the principal office address, and must be signed (1) by the President or Vice President with the corporate seal affixed, attested by the Secretary or Assistant Secretary, or (2) by a duly authorized agent of the corporation, proof of whose authority shall be attached.

Each bid must be enclosed in a sealed opaque envelope and marked:

BUREAU OF PURCHASING  
DEPARTMENT OF THE COMPTROLLER  
225 NORTH CENTER STREET/ROOM 106  
WESTMINSTER, MD 21157

**BID NAME: Bottled Water**

**BID DUE: May 21, 2014 at 10:30 a.m. EST**

**PRE-BID MEETING: N/A**

- C. No responsibility will attach to the County for premature opening of bid, which is not properly identified. Bid must be delivered at the place indicated by the time and date shown in the Notice to Bidder. All bids received after the time and date shown in the bid and Notice to Bidder will be returned unopened.
- D. Bids made on any form other than the attached forms or an exact copy that contains identical language will not be considered. Changes in phraseology, additions, limiting provisions, or materials and/or equipment not meeting the attached specifications may cause the rejection of the bid.
- E. Please note that facsimile copies of a bidder's bid may be accepted, but only with the prior written approval of the Purchasing Agent.
- F. In case of doubt as to the meaning or intent of anything shown in the specifications, inquiry should be made to the office of the County Purchasing Agent before the bid is submitted. The submission of a bid shall indicate the bidder thoroughly understands the terms of the specifications.
- G. Any bidder or bidders who find any discrepancy in or omission from the bid documents and specifications, or who is in doubt as to their meaning, shall notify the County Purchasing Agent in writing up to five (5) days before the scheduled due date to obtain a clarification. The County Purchasing Agent will notify all bidders in writing, by the addendum duly issued, of any interpretations made of specifications or instructions. Should bidder fail to obtain such clarification, then it shall be conclusively presumed, that with the submission of the bid, bidder has fully examined the bid documents and specifications and the County shall be entitled to direct that the work required or goods purchased proceed to produce the best results in the sole discretion of the County.
- H. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the County's Purchasing Agent in writing.
- I. After bids have been officially opened, no bid may be withdrawn for a period of forty-five (45) days and then only by written notification delivered to the Carroll County Purchasing Agent, 225 North Center Street, Westminster, MD 21157.
- J. 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.
- K. Bidders are advised that in the interest of waste reduction and maximizing the potential for recycling, bidders are asked to abide by the following in preparation of their bids.
  - Avoid comb and velo binding and plastic binders
  - Avoid plastic dividers and/or plastic tabs
  - Print and/or copy double-sided to the extent feasible
  - Use at least 30% post-consumer recycled content paper to the extent practicable
  - Only submit the bid form and any other applicable forms. Do not copy the entire bid packet and submit with bid.

2. **AWARD OF AGREEMENTS**
- A. The County will award a contract to the lowest responsive and responsible bidder who submits a responsive bid which is most advantageous to the County.
  - B. Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County.
  - C. Any other considerations for the award will be stated on the specifications and proposal.
  - D. The County will send written notice of its award to the successful bidder, which shall constitute acceptance of the successful bidder's Bid. **The terms and conditions stated in the bid documents and the bidder's Bid shall constitute the contract.**
  - E. The Notice of Intent to Award will be posted on the County website.
  - F. The successful bidder shall be in "Good Standing" with the County and the State of Maryland. No award shall be made to a firm owing back taxes and without a "Good Standing" rating with the State of Maryland.

3. **RESERVATIONS**
- A. The County is not obligated to award the contract to the apparent low bidder, and specifically, reserves the right to waive informalities, to reject any or all bids and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the County. In addition, bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditions or uninvited alternate bids.
  - B. The County reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased, the period of time and additional amount of any such quantity shall be stated in the specifications or Invitation for Bids.
  - C. The County reserves the right to award agreements or implement contracts on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.
  - D. The County may waive minor differences in the specifications, provided these differences do not violate the specifications' intent, nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
  - E. The County shall have the right to make such investigations and to take such steps as it deems necessary to determine the ability of the bidder to perform the work. The apparent low bidder, upon request, shall furnish all such information and data for this purpose.

4. **DELIVERY**
- A. Bidders shall guarantee delivery of material in accordance with such delivery schedule as may be provided in the specifications and Bid.
  - B. All items shall be delivered F.O.B. destination (225 North Center Street, Westminster MD 21157).
  - C. The County reserves the right to charge the successful bidder for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The per diem charge as established by the detailed specifications, and may be invoked at the discretion of the County, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the successful bidder.
  - D. The successful bidder shall deliver the goods or provide the service according to the terms set forth in the bid documents. Time is of the essence. The successful bidder's failure to meet the delivery date(s) shall constitute a material breach.
  - E. No variations shall be made to the delivery date(s) unless accepted in writing by the County.
  - F. If the successful bidder has reason to believe one or more of the delivery dates will not be met, the successful bidder shall give the County prompt notice. If the successful bidder does not meet one or more delivery dates, or if the successful bidder notifies the County that it anticipates not being able to meet one or more of the delivery dates, the County, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. County may recover from the successful bidder as damages the difference between the cost of the substitute goods, material, or services and the contract price together with any incidental or consequential damages, less expenses saved in consequence of successful bidder's breach.

5. **COMPETITION**
- To better insure fair competition and to permit determination of the lowest responsive and responsible bidder:
- A. The name of any manufacturer, trade name, or manufacturer of Bidder catalog number mentioned in the specification is for the purpose of designating a standard of quality and type and for no other purpose.
  - B. A bidder may offer a price on only one unit, even though he may have two or more units that meet specifications. Bidders must determine for themselves which to offer. Submission by a bidder for more than one unit may be sufficient cause for rejection of that specific item.
  - C. All bids must be accompanied by such descriptive literature as may be called for by the specifications or Bid.
  - D. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and to be consistent with County policies. Minimum specifications and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

6. **EXCEPTIONS**
- The Bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the Bidder agrees to meet all requirements of the bid documents.

7. **APPROVED EQUALS**
- Any request for an approved equal, must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- The County Purchasing Agent has the discretion to make the final determination as to whether in the County Purchasing Agent's best judgment any item or material is equal to what is specified for the purposes of substitution and to approve the proposed substitution. In the event of any adverse decision by the County Purchasing Agent, no claim of any sort will be made against the County.

8. **DISPUTES**
- A. In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or his authorized representative, shall be final and binding on both parties. The County Purchasing Agent may

request the recommendation in writing of the head of County Agency requesting the item or material, the Standards and Specifications Committee, or other objective sources.

- B. Pending resolution of a claim, the successful bidder shall proceed diligently with the performance of the contract in accordance with the County Purchasing Agent's decision.

9. **ERRORS IN EXTENSION**

Where the unit price and the extension price are at variance, the unit price will prevail.

10. **PAYMENT**

- A. If the successful bidder properly performs certain terms of the contract, the County, at its discretion, may grant upon the successful bidder's request an estimate of the value of the work already performed. Upon receipt of the estimate, the successful bidder may be entitled to collect the estimated amount, subject to conditions the County may impose.
B. County shall pay bidder according to the terms of the contract. Unless agreed otherwise in writing, County shall pay the successful bidder only after receipt of all goods, material, or services contracted are inspected and accepted. The successful bidder shall not deliver goods, material, or services to the County "COD", unless the County instructs otherwise in writing. Cash discount periods shall be computed from the date the County last received the goods, material, or services, or receipt of the successful bidder's invoice, whichever is later.

11. **ETHICS IN GOVERNMENT**

By submitting a bid in response to an Invitation for Bids, the bidder acknowledges familiarity with the Carroll County Ethics Code (Chapter 18 of the Carroll County Code of Public Local Laws and Ordinances), and certifies having no knowledge of any violation of that law; having no knowledge of any conflict of interest which may be caused under Section 18-8 of the Carroll County Ethics Code if awarded a contract; and not given any gift (as that term is defined in the Carroll County Ethics Code) to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the bidder if a disclosure of any fact, which might otherwise require disqualification, has been made to the Carroll County Ethics Commission prior to submission of the bid. Contact the County Attorney's Office if additional information is required.

12. **BID AWARD PROTEST PROCEDURES**

Protests of bid awards must be received by the County's procurement officer in writing by certified mail not later than ten (10) calendar days after all potential bidders have been notified of the contract award.

- A. Protests must be fully supported with adequate technical data, test results, or other pertinent information to support the protest. At a minimum, this must include the name and address of the protestor; identification of the project for which the protest is being filed; a statement of the reason for the protest; supporting exhibits, evidence or documents to substantiate the protest; and a statement of the ruling desired from the County.
B. The decision of the County shall be final.

13. **COOPERATIVE PURCHASING CLAUSE**

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.

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.

14. **BID, PERFORMANCE, PAYMENT AND MATERIALMEN'S BOND**

Table with 4 columns: Bid Bond Deposit, Performance Bond, Payment Bond, and YES/NO options. Includes rows for BID BOND DEPOSIT, PERFORMANCE BOND, and PAYMENT BOND.

Please note that if a Bid Bond Deposit is marked "NO" in the box above, the information contained in letters A, B, C and D below is irrelevant.

- A. Bid deposits shall be in the form of a Bid Bond or certified check made payable to the County, in the amount of five percent (5%) of the Base Bid Sum.
B. Nonperformance by a successful bidder or failure to execute the agreement or meet bond requirements within twenty (20) days after the award shall result in the bid deposit being forfeited to the County as liquidated damages.
C. Bid deposits will be returned to unsuccessful bidders upon award of the contract(s), and to the successful bidder upon execution of the contract(s) and the meeting of bond requirements.
D. Where the specifications or instructions require a Performance and Payment Bond requirement, the check or bond of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased, and such other provisions of these instructions, or the specifications, which may apply.

15. **PERFORMANCE, PAYMENT AND MATERIALMEN'S BOND**

- A. Performance, payment and materialmen's bonds shall be in the form of performance and payment bond or certified check made payable to County Commissioner of Carroll County in the amount of NA% of the total bid.
B. Insurance shall be procured from insurance companies authorized to do business in the State of Maryland and acceptable to Carroll County. The insurers shall have an A.M. Best's insurance rating of A- or better and a financial size of Class VII or better unless the County Risk Manager grants specific approval for an exception.

16. **IRREVOCABLE TRUST RECEIPTS**

- A. Should the contractor be denied corporate surety credit for whatever reason the County will accept an Irrevocable Trust Receipt (ITR) issued by an individual surety. This individual surety must work through insurance agents licensed in the State of Maryland, in accordance with Maryland law.

- B. A letter issued and duly authorized from the conventional bonding company denoting the “reason for denial” must be submitted with the bid as “Proof of Denial”, and provided that the individual surety can meet all Maryland statutory and regulatory requirements. Failure to meet the bonding requirement(s) shall be cause for immediate rejection of the bid.
- C. The Office of Risk Management, the Risk Manager may be consulted by potential bidders to clarify or seek answers to questions regarding the preparation and or submittal of the alternative bonding method as discussed in this section by calling 410-386-2667.

**17. TAXES**

All bids shall include applicable taxes. By submitting a bid, the bidder is solely responsible for and agrees to pay, all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the construction and/or performance of services or work. The bidder is responsible for ascertaining such taxes and making all necessary payment arrangements. Information can be obtained from the State of Maryland Comptroller of the Treasury, Revenue Administration Division, Annapolis, Maryland 21411.

**18. TERMINATIONS**

- A. Termination for Convenience: The County may terminate a contract, in whole or in part, without showing cause, upon giving written notice to the successful bidder. The County shall pay all reasonable costs incurred by the bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
- B. Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the County. Failure on the part of the successful bidder to fulfill contractual obligations shall be considered just cause for termination of the contract and the successful bidder is entitled to any costs incurred by the successful bidder up to the date of termination.
- C. The County may cancel the agreement, in whole or in part, without liability to the successful bidder at any time before the successful bidder begins work or incurs expenses for the contract.
- D. The County may terminate this agreement, in whole or in part, without liability to the successful bidder except to pay for goods, materials, or services provided or expense incurred before termination, if any of the following occur:
  - The successful bidder becomes insolvent
  - The successful bidder files a voluntary petition in bankruptcy
  - An involuntary petition to have successful bidder declared bankrupt is filed
  - A receiver or trustee is appointed for successful bidder
  - The successful bidder executes an agreement or assignment for the benefit of creditors
  - The successful bidder breaches any of the terms of this agreement
  - The successful bidder fails to make progress on this contract so as to endanger its performance
  - The occurrence of fire, an act of God, or other event beyond the County’s control which makes the County’s performance impracticable or impossible
  - Any other cause which, based upon the County’s determination, requires termination
- E. If the County terminates the contract pursuant to this agreement the successful bidder shall immediately cease work and incur no additional expenses relating to this contract except as the County may direct in its termination notice. The County shall pay the successful bidder an amount as negotiated between the County and the successful bidder for goods, materials, or services provided before termination. If the County and the successful bidder are unable to agree on the amount to be paid, the County will pay successful bidder, and the successful bidder hereby agrees to accept in full payment:
  - The stipulated price for goods, materials, or services completed and received before termination; and
  - The successful bidder’s cost and expenses for unfinished work and raw material on hand required for completion of the contract, provided, however, that successful bidder shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand

**19. INTERPRETATION – MARYLAND LAW PREVAILS**

The contract resulting from this Invitation for Bids shall be interpreted and construed under the laws of the State of Maryland. The parties agree that any legal action that may result from this Agreement shall be subject to the jurisdiction of Maryland courts.

**20. PATENT INFRINGEMENT**

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

**21. THE AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act applies to the Carroll County Government and its programs, services, activities, and facilities. Anyone requiring an auxiliary aid or service for effective communication or who has a complaint should contact Madeline M. Morey, The Americans with Disabilities Act Coordinator, 410.386.3600, 1.888.302.8978, MD Relay 7-1 1/1.800.735.2258 or email mmorey@ccg.carr.org as soon as possible but no later than 72 hours before the scheduled event.

**22. MINORITY BUSINESS ENTERPRISE POLICY**

The successful bidder shall make a good faith attempt to encourage bids and utilize certified minority business enterprises, as outlined in the Carroll County Minority Business Enterprise policy, dated 10/03/02. Contact the County Purchasing office at (410) 386-2181 for more information.

**23. EMPLOYMENT OF ALIENS**

All bidders, as a condition to doing business with the County, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a bidder fails to comply with any such employment laws or regulations during the course of any County projects, such failure may constitute a material breach of the bidder’s contractual relationship with the County, and the County may take all reasonable steps to terminate its relationship with the bidder (Resolution #719-08 – 2/7/08).

24. **E-VERIFY**  
 The use of the Federal Government program known as E-Verify was enacted June 14, 2011 by the County Commissioners of Carroll County, MD. Resolution No.840-2011.  
 (1.) The County Commissioners believe it is in the best interest of Carroll County to require the use of a federal program known as E-verify sponsored by the U.S. Department of Homeland Security to establish compliance with certain federal laws for all county initiated service contracts and (2) Whereas E-Verify will apply to all County initiated service contracts for vendors and contractors according to Resolution No. 840-2011.
25. **INDEMNITY**  
 The successful bidder shall protect, hold free and harmless, defend and indemnify the County Commissioners of Carroll County, including its officers, agents, volunteers and employees, from all liability, penalties, cost, law suits, damages, expenses, death of any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. The contractor's/vendor's obligation to defend and indemnify shall survive the termination of the contract.
26. **SAFETY**  
 All contractors and subcontractors performing services for Carroll County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.
27. **PROOF OF INSURANCE**  
 The successful bidder(s) must furnish certification of adequate liability insurance protection. This shall include insurance coverage for employees working on County property. Proof of insurance shall be submitted within seven (7) days of award of this bid. The contractor must maintain the insurance coverage as required by the County while this agreement is in force, which shall include automatic renewal terms. The contractor shall provide documentation of insurance satisfactory to the County's Risk Manager.
28. **INSURANCE REQUIREMENTS**
- A. Workers' Compensation and Employer's Liability Insurance:
- The successful bidder shall maintain coverage during the entire life of the Contract:
    - I. Contractor shall obtain Workers' Compensation Insurance as required by statute. The Workers' Compensation coverage shall cover a sole proprietor, all employees, partners, officers, members, leased employees and any other person working for or with the contractor. Contractor shall provide County a certificate of Workers' Compensation insurance before beginning the Work. If Contractor fails to carry Workers' Compensation insurance, or its policy lapses during the Work for any reason, Contractor shall indemnify County against any claims against County's Workers' Compensation insurance policy. Contractor shall also be responsible to reimburse the County for any audit premiums that result from any lapses in Contractor's policy and
    - II. Employer's Liability Insurance with limits of:
      - \$100,000 accident/\$100,000 disease each employee/and
      - \$500,000 disease policy limit
  - If any portion of the project is subcontracted, the successful bidder shall require all of the Subcontractors to maintain the same policy limits in workers' compensation and employer's liability insurance required for the successful bidder.
- B. Commercial General Liability Insurance:  
 The successful bidder's Commercial General Liability policy shall be on an occurrence basis and shall include:
- Policy limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
  - Coverage for Premises/Operations, Actions of Independent Contractors, Products/Completed Operations, Contractual Liability and Personal Injury.
  - Coverage shall include explosion, collapse, or underground (XCU) hazards as applicable to classification.
  - Products or Completed Operations coverage shall be purchased for at least five (5) years after the completion of the contract and shall cover the operations performed under the contract
- C. Business Automobile Liability:  
 The successful bidder shall provide insurance coverage for any owned, hired, or non-owned motor vehicles. The policy limits shall not be less than \$1,000,000 combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage each accident. The policy will provide \$1,000,000 of uninsured or underinsured motorist coverage and include contractual liability coverage.
- D. General Insurance Requirements for all Insurance Policies:
- The County shall be added as an additional insured to the general liability policy with the following wording:  
 "The County, its officers, agents, employees and volunteers are additional insured with regards to the General Liability policy for work performed under terms of the contract."
  - The successful bidder's Certificate(s) of Insurance shall include the following:
    - I. A cancellation provision requiring a written forty-five (45) day notice of cancellation or non-renewal will be furnished to the County by the successful bidder's insurance carrier(s) or insurance agent(s). Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
    - II. A Project description in the body of the form.
  - The successful bidder shall provide the County with Certificate of Insurance, within seven (7) days of bid award notification, evidencing the coverage required above.
  - Insurance shall be procured from insurance companies authorized to do business in the State of Maryland and acceptable to Carroll County. The insurers shall have an A.M. Best's insurance rating of A- or better and a financial size of Class VII or better unless the County Risk Manager grants specific approval for an exception.

- E. Bidders Insurance Requirement:
  - Commercial General or Other Required Liability Insurance – “Claims Made” Basis:
    - I. If Commercial General or other liability insurance purchased by the successful bidder has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Check List remain the same. The Contractor must either:
      - A. Agree to provide certificates of insurance evidencing the above coverages for a period of five (5) years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or sub-contractors’ work under this contract; or
      - B. Purchase an extended (minimum five (5) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
      - C. All construction projects exceeding \$1,500,000.00 will require a five (5) year extended reporting period (tail).
      - D. All deductibles for all insurance requirements are subject to County approval.
- F. Contractors Pollution Liability or equivalent coverage extension within the General Liability policy. Policy limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This policy must provide coverage for:
  - Bodily injury, sickness, disease, sustained by any person, including death;
  - Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof; cleanup costs, the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages;
  - Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims;
  - Contractual liability coverage, eg. Coverage for liability assumed by the named insured under a written contract or agreement;
  - The full scope of the named insureds operating as found within the scope of work for the contract
  - The policy must provide coverage for claims made or occurrence based on policy form
  - The policy must insure contractual liability, be Primary and Non Contributory and name County as an additional insured.
  - The policy cannot contain exclusions for work performed by subcontractors.

**29. CONTRACT TERMS AND CONDITIONS**

The successful bidder agrees to perform the contract under the terms and conditions provided in the contract documents. The contract documents are complementary. In the event there exists a conflict between provisions of the documents, the provision which affords the County the greatest protection or which produces the better quality, as determined by the County shall govern. **BIDDERS SHALL REVIEW THE SAMPLE SERVICE AGREEMENT FOR ANY CLARIFICATIONS OR PROBLEMS THE SUCCESSFUL BIDDER WOULD HAVE SIGNING THE CONTRACT DOCUMENT, AS WRITTEN, PRIOR TO THE BID OPENING.**

**30. WARRANTIES**

In addition to any warranties provided by law and the specifications, the successful bidder expressly warrants that the goods, materials, or services:

- A. Shall be of good quality and workmanship, and free from all defects, latent or patent;
- B. Shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by the County; and
- C. Shall be suitable and sufficient for the intended purposes represented by successful bidder.

**31. SPECIFICATIONS AND INSPECTIONS**

- A. The successful bidder shall not substitute goods, materials, or services for those specified or proposed without the County’s written authorization.
- B. All goods, materials and services, which are the subject of this contract, shall be subject to the County’s inspection and acceptance.
- C. If the goods, materials, or services do not conform and are rejected, the successful bidder shall pay the County’s inspection expenses.
- D. The County may reject any goods, materials, or services which the County finds to be defective in material or workmanship or which otherwise fail to meet the specifications, Bid, or requirements of this contract. If County rejects part of the contract, County may adjust the successful bidder’s account proportionally reducing the amount owed the successful bidder by the value of the portion rejected.
- E. The County shall notify the successful bidder within a reasonable time following rejection of the work performed under this contract OR materials provided or services performed, in whole or in part. Within ten (10) days of notice of rejection, the successful bidder shall provide the County with reasonable instructions regarding the disposition of the rejected goods, material or services. The County shall comply with any reasonable instructions. The successful bidder shall pay all handling, and transportation costs the County incurs for the rejected goods. If the successful bidder does not provide reasonable instructions within ten (10) days after receiving notice of rejections, the County may return the rejected goods to the successful bidder at the successful bidder’s risk and expense.

**32. CONTRACT CHANGES**

The County may require changes in this contract – including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, contract periods, rate or method of shipment, and place of delivery – by advising the successful bidder in writing. Adjustments to the contract’s cost resulting from a change in contract shall be in writing and binding upon the County and the successful bidder. No change order or price adjustment shall be binding on the County unless in writing signed by the County’s authorized representative.

**33. REMEDIES**

The remedies reserved to the County in this contract are in addition to any other remedies available under law. The County’s failure to enforce or the explicit waiver of a breach of this contract shall not constitute a waiver of future breaches.

**34. USE OF INFORMATION**

- A. All specifications, drawings, sketches, models, technical information, and data (hereinafter “information”) furnished to the successful bidder for this contract shall remain the County’s property and shall be returned to the County upon request. All information provided by the County shall be confidential and may be used by the successful bidder only to fill this contract.
- B. Information provided by the successful bidder shall not be confidential and shall be free from restriction (other than patent infringement), unless the County agrees otherwise in writing.

**35. COMPLIANCE WITH LAW**

The successful bidder shall comply with all applicable federal, state and local laws, rules and regulations.

**36. INDEPENDENT CONTRACTOR STATUS**

- A. If this contract is for the purchase of services, either solely or in conjunction with goods or material, then the successful bidder is an Independent Contractor and shall not be construed as, nor shall it represent itself as, the County’s employee.
- B. The work to be performed under this contract will be performed entirely at the successful bidder’s risk. The successful bidder is responsible for the condition of tools and equipment used in performing the work. The successful bidder must indemnify the County for all liability or loss arising out of the successful bidder’s performance of the work.
- C. If this contract is for a purchase of services, either solely or in conjunction with purchase of goods or material, for the duration of the work, the successful bidder shall maintain workers’ compensation insurance for its employee if required by law, and shall provide the County with proof of compliance with this requirement before beginning work. If the successful bidder fails to maintain workers’ compensation insurance on its employees for the duration of this contract, the successful bidder shall indemnify the County for any claims against its workers’ compensation policy.
- D. If this contract is for the purchase of services, either solely or in conjunction with purchase of goods or material, for the duration of the work, the successful bidder shall maintain property and casualty insurance in amounts as required by the County. The successful bidder shall provide the County with a Certificate of Insurance as proof of coverage upon the County’s request.

**37. SEVERABILITY**

If any provision or portion of a provision shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such provision or portion of such provision shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid and unenforceable provision or portion thereof had not been contained herein.

**38. DELEGATION**

Successful bidder may not delegate its duties under this contract without the County’s written consent.

**39. NONDISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the successful bidder agrees as follows:

- A. The successful bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. The successful bidder will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
- B. The successful bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, age or mental or physical disability or marital status.
- C. The successful bidder will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the County, advising the said labor union or workers’ representative of the contractor’s or the successful bidder’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The successful bidder shall furnish, if requested by the County, a compliance report concerning its employment practices and policies in order for the County to ascertain compliance with the special provisions of this contract concerning nondiscrimination in employment.
- E. In the event of the contractor’s or successful bidder’s noncompliance with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the successful bidder may be declared ineligible for further County work.
- F. The successful bidder shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by him in order to carry out the terms and conditions of this contract so that such nondiscrimination in employment provisions shall be binding on each subcontractor or successful bidder.

**40. DETAILED SPECIFICATIONS**

The bidding requirements that are stated in the detailed specifications, the Bid form, or the special provisions will have precedence over the General Information to Bidders.

# GENERAL SPECIFICATIONS

## THE PURCHASE AND DELIVERY OF BOTTLED WATER

### CO-OPERATIVE PROCUREMENT

#### **1.0 SCOPE**

The purpose of this Sealed Bid is to select a contractor to supply and deliver bottled drinking water and the rental of water dispensing equipment as required. Also required will be to supply and deliver distilled water. Participating jurisdictions include Carroll County Government and designated Baltimore Regional Cooperative Purchasing Committee members. Carroll County's current bid for bottled water expires June 30, 2014. The successful bidder shall begin work after the signing of the Service Agreement and receipt of each participating jurisdiction's purchase order. The successful bidder awarded this contract shall be prepared to install dispensers, provide cups and ensure water supply as required for delivery on or before July 1, 2014. In any event, there is to be no interruption of service to any participating jurisdiction.

#### **2.0 BID SUBMITTAL**

**ALL BID FORMS, ONE (1) ORIGINAL – MUST BE SUBMITTED IN AN OPAQUE SEALED ENVELOPE AND CLEARLY MARKED; “BOTTLED WATER – 40-F-1-13/14”. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR BID! Labels are provided on page 25.**

All Bid Forms only (unless otherwise specified) shall be submitted to the Carroll County Bureau of Purchasing, 225 North Center Street, Room 106, Westminster MD 21157 on or before May 21, 2014 at 10:30 a.m. EST.

#### **3.0 ADDENDA'S**

Addendum to Bids and RFP's may occur at any time prior to the due date. It is the potential bidder's responsibility to frequently visit the Purchasing Bureau's web site to obtain amendments once they have downloaded a bid (solicitation).

#### **4.0 NOTICE OF INTENT TO AWARD AND OFFICIAL AWARD**

All the Notice of Intent to Award and the Official Award notices will be posted on the Carroll County Website. It is the bidder's responsibility to frequently visit the Purchasing Bureau's website to obtain up to date information – see website instructions below.

#### **5.0 QUESTIONS AND CLARIFICATIONS**

Questions in regards to the specifications of this bid shall be directed to Ms. Maureen C. Dunn, Buyer, Bureau of Purchasing, 225 North Center Street, Westminster, Maryland 21157 @ 410-386-2181 or fax @ 410-840-8929 or e-mail [mdunn@ccg.carr.org](mailto:mdunn@ccg.carr.org) between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday. The last date to submit questions will be five (5) business days from the due date.

#### **6.0 BASIS OF AWARD**

The award of this bid will be made to the lowest responsive and responsible bidder based on total lump sum bid for the delivery of water, cups and dispensers.

#### **7.0 PAYMENT TERMS**

7.1 Successful bidder must provide the option of paying water dispenser rental costs on an annual basis to each individual agency.

7.2 Successful bidder must accept the County's **procurement card** for payment OR

7.3 Payment will be made net 30 days after receipt of the products and a properly prepared invoice.

#### **8.0 METHOD OF ORDERING**

8.1 It is preferred that the successful bidder schedule delivery to take place, once a week, every two weeks or every four weeks depending on the agency's requirements.

8.2 The successful bidder must also be capable of receiving orders by an internet web site, e-mail, toll-free telephone number or toll free fax number, as an alternate. Orders must be accepted Monday through Friday, during normal business hours.

#### **9.0 REFERENCES/FINANCIAL STATUS**

The County may require at least three references who can attest to the bidder's ability to perform this work and or financial records to clearly show the bidder's financial status. This information must be provided within 1 day of a request.

#### **10.0 COOPERATIVE PURCHASING AGREEMENT**

Under a cooperative purchasing agreement between the Carroll County Board of County Commissioners and the Baltimore Metropolitan Committee, the items quoted herein shall be offered to all agencies or jurisdictions of these entities for the prices as indicated on the Bid Form. Carroll County Bureau of Purchasing will be the "Lead Agency" for this bid. Each entity shall be solely responsible for the issuance of its own purchase orders, and for verification, reconciliation and payment for the materials received.

### **11.0 ESTIMATED USAGE**

The following entities estimate they will spend the amounts listed below for Purchase and Delivery of Bottled Water on an annual basis. These amounts are given for bidding information only. The quantities given on the **bid form** are based on Carroll County Government's fiscal year 2013 estimated monthly product totals. No minimum amount is guaranteed or implied.

Anne Arundel Public Schools	\$28,000.00	8,100 each 5 gallon bottles
Carroll Community College	\$1,725.00	500 each 5 gallon bottles
Carroll County	\$4,000.00	1,160 each 5 gallon bottles
Harford County	\$1,725.00	500 each 5 gallon bottles
Harford County (Distilled)	\$890.00	600 each 1 gallon bottles
Harford County Public Schools	\$41,400.00	12,000 each 5 gallon bottles
Wicomico County Board of Education	\$116.00	400 each 5 gallon bottles

### **12.0 TERM OF CONTRACT**

The bid prices shall be in effect for one year, beginning July 1, 2014. This contract or any portion thereof, has the option of being renewed for four (4) additional one-year periods, pending fiscal availability and vendor performance, under the same terms and conditions. Request for price increases during option years must be made, in writing, to the Bureau of Purchasing, no later than 90 days before the expiration date of the contract, or the price shall remain as previously quoted. Any price increase must be accompanied with documentation supporting the rate increase. The Consumer Price Index at the time of renewal may be used by the County as a possible measurement for acceptance of any increase.

### **13.0 DELIVERY**

The bidder's price shall be quoted FOB destination, inside delivery to designated site, and unloaded by his/her crew. FOB Delivery to any and all County Departments will be required, upon request. It is desired to have delivery biweekly; however, the awarded vendor shall offer the flexibility of an on-call delivery service. Contractor shall coordinate with agencies for the dates, times and exact locations for on-site delivery and pickup. If your firm is out of the local calling area, it is required that your firm has a toll free number, or that your firm will accept collect calls for the placement of orders.

### **14.0 DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this bid.

### **15.0 SUMMARY REPORTS**

Upon completion of each six-month period of this contract, the awarded vendor shall be responsible for furnishing a summary report to Carroll County Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased and leased.

### **16.0 BOTTLED WATER SERVICE SPECIFICATIONS**

16.1 Carroll County requires that drinking (sodium free) water and distilled water be supplied under this bid.

16.2 All drinking water shall be supplied in "spill-proof" non-breakable, sterilized 5-gallon containers in crates. All bottled drinking water shall meet or exceed standards set by the International Bottled Water Association (IBWA), the FDA (21 CFR, Part 129 and Part 165) and the EPA.

16.3 All distilled water shall be supplied in "spill-proof" non-breakable, sterilized 1-gallon containers. All bottled distilled water to meet or exceed the specifications described in 16.2 and bottles to be labeled as distilled water.

16.4 Carroll County requires that the awarded vendor shall be capable of providing sealed spill proof water dispensers to adequately service all locations designated by the County with the understanding that more than one dispenser may be required at some locations. This bid requires that both "Cold Only" and "Hot & Cold" spill proof water dispensers be available.

16.5 Cleaning and maintenance (including repairs when required) of the dispensers shall be provided by the awarded vendor at no cost to Carroll County. If your firm will rent water dispensers to Carroll County and a dispenser rental agreement is necessary, a copy should accompany this bid.

16.6 It shall be expected that a drinking cup dispenser will be provided at no charge with each water dispenser. Cup dispensers shall attach to the water dispensers.

16.7 Drinking cups in a size compatible with the dispenser shall be available for purchase.

16.8 **There shall be no deposit or minimum order quantities required.**

**17.0 MAJOR BREAKDOWNS/NATURAL DISASTERS**

Carroll County requires that the awarded vendor provide the name of a contact person and phone number which will afford Carroll County access twenty-four hours per day, 365 days per year, to bottled water, in the event of major breakdowns or natural disasters.

**18.0 REGULAR DEALER**

18.1 Bids will be considered only from firms, which qualify as a "regular dealer".

18.2 A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

**19.0 SERVICE AGREEMENT**

The successful bidder must enter into a Service Agreement similar to the "Draft" copy herein.

**DRAFT SERVICES AGREEMENT DRAFT**

**THIS AGREEMENT**, effective as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter referred to as "County"), and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, County plans to \_\_\_\_\_ ("the Project"); and

**WHEREAS**, County requires \_\_\_\_\_ services in connection with the Project; and

**WHEREAS**, Contractor represents that Contractor is experienced and skilled in \_\_\_\_\_ and desires to perform \_\_\_\_\_ services for County.

**NOW THEREFORE**, in consideration of the covenants and promises contained in this Agreement, the parties agree as follows:

- 1. Services to be Provided. Contractor agrees to \_\_\_\_\_. Contractor agrees to perform the services at its own risk.
- 2. Costs. The cost for services to be provided by Contractor under this

Agreement shall not exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_). Contractor shall submit invoices on a \_\_\_\_\_ basis with supporting documentation attached thereto. Invoices shall be submitted to the following address: \_\_\_\_\_.

3. Independent Contractor. Contractor shall operate as and have the status of independent contractor and shall not act or be an agent or employee of County. Contractor shall be responsible for determining the means and methods for performing the services described herein. The means and methods shall be subject to approval by County. Contractor shall provide all materials and equipment to carry out the terms of this Agreement.

4. Term of Agreement. Performance under this Agreement shall commence on \_\_\_\_\_ or before \_\_\_\_\_ and shall continue until agreed upon services are completed, but in any case, no later than \_\_\_\_\_. The term of this Agreement shall be renewable for \_\_\_\_\_ year term(s) at the sole discretion of County.

5. Termination of Agreement for Convenience. County may terminate this Agreement in accordance with this clause in whole or in part, without showing cause, upon giving written notice to Contractor, whenever County shall determine that such termination is in the best interests of County. County shall pay all reasonable costs incurred by Contractor prior to the date of termination.

6. Termination of Agreement for Default. County may terminate this Agreement in accordance with this clause if Contractor fails to perform the services under this Agreement properly and on time, or otherwise violates any provision of the Agreement. County shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the breach of Contractor. County will not provide compensation for any anticipatory profits.

7. Employment of Aliens Contractor shall be responsible for complying with all applicable laws and regulations regarding the employment of aliens. In the event it is determined that the Contractor has violated any laws or regulations regarding the employment of aliens during the term of this Agreement, such violation may be considered a material breach of this Agreement, and the County may terminate this Agreement for Default, in accordance with the terms of this Agreement and the Contract Documents (Resolution #719-08 – 2/7/08).

8. Indemnity. Contractor agrees to indemnify and hold harmless County, its officers, agents, employees, and volunteers from any and all claims, demands, causes of action, damages, liabilities, costs, and suits, arising out of, occurring, or resulting from any personal injury or damage to or loss of property of any nature, caused by, arising out of, or in any way connected with the services provided hereunder. The contractor's/vendor's obligation to defend and indemnify shall survive the termination of the contract.

9. Severability If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

10. Compliance with Laws: Contractor hereby represents and warrants that:

(1) It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

(2) It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

11. Delegation of Duties. Unless otherwise agreed by County in writing, Contractor shall personally perform the services agreed upon. Contractor may not delegate his/her duties under this Agreement without the prior written consent of County. Upon obtaining prior written consent of County, Contractor may subcontract. Contractor shall remain fully responsible and liable for the performances of services hereunder.

12. Conflict of Interest: No employee of County, or any department, commission, agency, or branch thereof, whose duties as such employee include matters related to or affecting the subject matter of this Agreement shall, while in such employment, become or be an employee of the Contractor. Contractor hereby agrees not to knowingly tender an offer of employment to any such employee of County during the term of this Agreement.

13. Americans with Disabilities Act: In performance of this Agreement, Contractor acknowledges that it is acting on behalf of County and warrants that it and its agents shall comply with all applicable provisions of the Americans with Disabilities Act. Contractor hereby indemnifies and holds harmless County from all damages and costs, including costs of defending claims and reasonable attorneys' fees, arising from any claim that Contractor has failed to comply with the Americans with Disabilities Act.

14. Non-Discrimination in Employment: Contractor shall operate under this Agreement so that no employee or applicant for employment otherwise qualified, is denied employment or other benefits on the grounds of race, color, religion, sex, sexual orientation, creed, national origin, age, marital status, or physical or mental handicap which would not reasonably preclude the required performance. Contractor shall include a clause similar to this clause in all subcontracts. Contractor and each subcontractor shall post in conspicuous places, for available employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

15. Insurance: Contractor shall obtain and maintain general liability insurance and professional malpractice insurance as necessary to protect in any legal action, tort, contract, or other liability which may be raised against Contractor or the County. Contractor shall provide the County with evidence of insurance as the County may require, including evidence that the policies may not be terminated without forty-five (45) days prior notice to County.

16. Contingent Fee Prohibition: Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Contractor, to solicit or secure this Agreement, and that it 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 any other consideration contingent on the making of this Agreement.

For breach or violation of this Paragraph, County shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the price or consideration or otherwise recover the full amount of such fee or other consideration.

17. Contract Documents. The documents which make up the complete Agreement between County and Contractor include the Invitation for Bid and the Bid submitted by Contractor. These documents set forth all of the covenants, provisions, agreements, conditions, and understandings between County and Contractor.

18. Governing Law. The terms of this Agreement shall be interpreted and enforced according to the laws of the State of Maryland. The parties agree that any legal action that may result from this Agreement shall be subject to the jurisdiction of Maryland courts.

19. Amendment to Agreement. This Agreement may be amended as County and Contractor mutually agree in writing. Except for the specific provision amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, conditions, provisions, rules and regulations, as it was prior to said amendment.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and have caused their respective seals to be affixed on or before the date first set forth herein.

\_\_\_\_\_  
"Contractor" (SEAL)

THE COUNTY COMMISSIONERS OF  
CARROLL COUNTY, MARYLAND,  
a body corporate and politic of the State of Maryland

\_\_\_\_\_  
"County" (SEAL)

ATTEST:

\_\_\_\_\_

Approved for legal sufficiency:

\_\_\_\_\_  
County Attorney

h:\MMS\Agmts\02\Services-General

**CARROLL COUNTY, MARYLAND for BRCPC  
INVITATION FOR BID  
BID No. 40-F-1-13/14  
Bottled Water**

**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm, under penalty of perjury,  
Contractor/Bidder/Offeror  
that to the best of my knowledge, information and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners or any  
Contractor/Bidder/Offeror  
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

- (a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;
- (b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or
- (c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. \_\_\_\_\_ shall not knowingly enter into a contract with a public  
Contractor/Bidder/Offeror  
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, service, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or representative of  
(Contractor/Bidder/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or
- (b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

Bid Name: Bottled Water

TO: CARROLL COUNTY GOVERNMENT, PURCHASING OFFICE  
 225 N. CENTER STREET, ROOM 106  
 WESTMINSTER, MARYLAND 21157

Disclaimer: This version of bid/RFP/Etc number **40-F-1-13/14** is provided solely for the information and convenience of the reader. There is no guarantee that this version of the documents is completely up to date, accurate or complete. If you wish to receive a current, accurate and complete version of the documents, and be notified of any future modifications contact the Carroll County Bureau of Purchasing, 225 North Center Street, Westminster Maryland 21157, 410-386-2181.

In accordance with the bid and specifications furnished and your request for sealed bids to be submitted to you no later than May21, 2014 at 10:30 a.m. EST, I am pleased to submit the following in accordance with specifications attached hereto.

**BOTTLED DRINKING WATER**

<b>Bid Item #1</b>	Unit Price	Estimated Monthly Usage	Extended Cost
Five (5) Gallon Bottle w/crate Spill Proof		X 100 bottles	
<b>Bid Item #2</b>			
One Gallon Bottle 2/case		X 5 cases	
<b>Bid Item #3</b>			
20 ounce bottles 24/case		X 4 cases	
		Total Monthly Cost for Bottled Drinking Water	

**DISTILLED WATER**

<b>Bid Item #4</b>	Unit Price	Estimated Monthly Usage	Extended Cost
One (1) Gallon Bottle Spill Proof		X 50 bottles	
		Total Monthly Cost for Distilled Water	

**SPILL PROOF WATER DISPENSERS**

<b>Bid Item #5</b>	Unit Price Per Dispenser Per Month	Estimated Monthly Usage	Extended Cost
Rental Cold Only		X 5 Dispensers	
<b>Bid Item #6</b>			
Rental Hot & Cold		X 30 Dispensers	
		Total Monthly Cost for Spill Proof Water Dispensers	

**CUPS**

<b>Bid Item #7</b>	Unit Price Per Pack	Estimated Monthly Usage	Extended Cost
Plastic Flat Bottom 500/pack		X 25 packs	
<b>Bid Item #8</b>			
Paper Cone Shaped 1,000/pack		X 5 packs	
		Total Monthly Cost for Cups	

**GRAND TOTAL LUMP SUM BID (Bid Items #'s 1 – 8) In Figures \$ \_\_\_\_\_**

**GRAND TOTAL LUMP SUM BID WRITTEN IN WORDS**

Addendum Acknowledgement – Please signify your receipt and complete understanding and acceptance of any or all addendums issued for this bid by checking off the appropriate box(s) below.

Addendum 1                       Addendum 2                       Addendum 3                       Addendum 4   
 Addendum 5                       Addendum 6                       Addendum 7                       Addendum 8

\*\*\*\*\*

I do hereby certify that the above bid is submitted by the undersigned and not as agent for anyone else, that no other parties have an interest as principal or agent, and that the undersigned, his/her employees, agents and servants did not directly or indirectly discourage anyone from bidding or submitting any bid in this matter.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**PLEASE CIRCLE:      INDIVIDUAL      PARTNERSHIP      CORPORATION      LIMITED LIABILITY COMPANY**

NAME: \_\_\_\_\_

Street and/or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

**Please supply your Minority Business Certification Number from the following:**  N/A or  
 Maryland Department of Transportation – Certification # \_\_\_\_\_ Date: \_\_\_\_\_ and/or  
 City of Baltimore – Certification # \_\_\_\_\_ Date: \_\_\_\_\_

**In Good Standing with the Maryland Department of Assessment and Taxation**  Yes  No  N/A ID Number \_\_\_\_\_  
**In Good Standing with Carroll County Property Tax**  Yes  No  N/A

\_\_\_\_\_  
 Signature (SEAL) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Print Signature

WITNESS: \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Signature \_\_\_\_\_

# CARROLL COUNTY BUREAU OF PURCHASING INVITATION FOR BID

## SOLICITATION CHECK LIST

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- \_\_\_\_\_ Did you check the website at <http://ccgovernment.carr.org> and register?
- \_\_\_\_\_ Did you check the website for any addenda?
- \_\_\_\_\_ Did an authorized company representative sign the bid form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and taxation and in good standing? You may check by going to <http://www.dat.state.md.us/>.
- \_\_\_\_\_ If this solicitation requires a bid deposit, did you include one?
- \_\_\_\_\_ Did you provide one original, one copy and (CD or flash drive if required) of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope marked with the bid name, bid number, due date and time, your company name and your company address (a label is provided).

**\*\*\* Any items listed above not checked YES may cause your bid to be rejected.**



**CARROLL COUNTY GOVERNMENT WEBSITE -- <http://ccgovernment.carr.org>**

**Addenda**

Scroll down to Bid Notices and Awards – click on [View all Bid Notices](#)  
Scroll down to project – click on [Bid Package/Addenda](#)  
Have you registered with Purchasing for this bid package? • **Yes**  
Already Registered? Please enter your password – [Enter Password \(CASE SENSITIVE – USE CAPS\)](#)  
Click on [Bid Packet/Addenda](#)  
Click on [View Addenda](#)

**Awards**

Scroll down to Bid Notices and Awards  
Click on [View Current Bid Awards](#)

**Bid Packets**

Scroll down to Bid Notices and Awards – click on [View all Bid Notices](#)  
Scroll down to project – click on [Bid Package/Addenda](#)  
Click on [REGISTER](#) or Have you registered with Purchasing for this bid package? • **No**  
[Fill out Vendor Information](#)  
Click on [Get Bid Packet/Addenda](#)  
[Write down your password for this project – Note: different password for each project.](#)  
Click on [View Bid Package](#)

**Bidders List**

Scroll down to Bid Notices and Awards - click on [View all Bid Notices](#)  
Under Project – click on – [View Bidders](#)

**Gov Delivery**

On the left side of the Carroll County Government's home page  
Click on - [Subscribe to this page](#)  
Enter [E-mail Address](#) - [Submit](#)  
Find County News - ✓ [Bid Notices, Results and Awards](#) – [Submit to receive bid information](#)

**Notice of Intent to Award**

Scroll down to Bid Notices and Awards – click on [View all Bid Notices](#)  
Under Additional Information  
Click on – [Current Notices of Intent to Award](#)

**Results**

Scroll down to Bid Notices and Awards – click on [View all Bid Notices](#)  
Under Additional Information  
Click on – [Current Bid Results](#)  
Under Project – Click on – [View Bid Tabulation Sheet](#)

**Term Contracts**

Scroll down to Bid Notices and Awards  
Click on [View Current Bid Awards](#)  
Scroll down to the bottom – Click on [View Term Contracts](#)

**Upcoming Projects**

On Home Page  
Under Current Topics  
Click on [Community Investment Projects \(C.I.P.\)](#)

**Vendors Application**

On toolbar – Click [Government Agency/Service Directory](#)  
Type in Purchasing – [Search](#)  
Click on the word [Purchasing](#)  
Scroll down – under [Link to Other Documents](#)  
Click on [Vendor Payee Application, Vendor Commodity Code etc, W9 etc, Commodity Service Code](#)

Himmoser/Bid Forms/Formal/Website Instructions - revised 4/3/14

# PROJECT/VENDOR REPLY LABEL

***CUT ON THE DOTTED LINE AND  
SECURE TO THE OUTSIDE OF  
YOUR OPAQUE ENVELOPE***

**VENDOR INFORMATION – PLEASE PRINT**

**Company Name:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Company Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INVITATION TO BID / REQUEST FOR PROPOSALS**

**Bottled Water**

**Bid Number: 40-F-1-13/14**

**May 21, 2014 at 10:30 a.m. EST**

.....

**TO: CARROLL COUNTY GOVERNMENT  
BUREAU OF PURCHASING  
225 N. CENTER STREET, ROOM 106  
WESTMINSTER, MD 21157**

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

Please take the time to mark the appropriate box and return with your bid

<input type="checkbox"/> Altoona Builders Exchange <input type="checkbox"/> Baltimore Sun Newspaper <input type="checkbox"/> Bid Clerk <input type="checkbox"/> Bid Net <input type="checkbox"/> Builder's Exchange <input type="checkbox"/> Carroll County Chamber of Commerce <input type="checkbox"/> Carroll County Government's Web Page <input type="checkbox"/> Carroll County Times Newspaper	<input type="checkbox"/> CDC News <input type="checkbox"/> Construction Journal <input type="checkbox"/> Dodge Reports <input type="checkbox"/> e-Maryland Market Place <input type="checkbox"/> Gov Delivery e-mail notification <input type="checkbox"/> Onvia <input type="checkbox"/> Prime Vendor <input type="checkbox"/> Reed Construction Data
--	---

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

Date of Service: \_\_\_\_\_

How Did We Do?

Please let us know how we did serving you. We would like to know if we are serving you at an acceptable level. How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with the Purchasing staff? Yes  No

How would you rate the manner in which you were treated by the Purchasing staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response.  
We can better assess our service to you through your feedback

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

**Please return completed form with bid or e-mail to:**

[ccpurchasing@ccg.carr.org](mailto:ccpurchasing@ccg.carr.org) or

Fax to: 410-840-8929

**Carroll County Bureau of Purchasing  
225 North Center Street – Room 106  
Westminster, MD 21157**