

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



**REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA)
EQUIPMENT AND PARTS, MSA ONLY, NO SUBSTITUTE,
TERM AGREEMENT**

Due Date: 05/14/15, Time: 3:00 PM

**DAYLE DEEMER, STAFF BUYER
PHONE: 410-887-2495
EMAIL: ddeemer@baltimorecountymd.gov**

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

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- ☐ Have you included and verified the complete electronic version (CD) of your bid?

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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

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

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

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

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

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

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

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

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

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

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination.

The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and

officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

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

9. Authority

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

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

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and

regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

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

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive

delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, 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 County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html>

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or

replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
- (6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (*Insert State Name*) _____ (*Select One:* **Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor**), that it **is / is not** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is / is not** in good standing in the State of Maryland, and that it **has / has not** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

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

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

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

N. ACKNOWLEDGMENT

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

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

_____ The Business is a MBE _____ or WBE _____

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

[] City of Baltimore # _____

[] Name Other Jurisdiction: _____ # _____

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

_____ Minority Status

_____ African American
_____ Asian American
_____ Caucasian

_____ Hispanic American
_____ Native American
_____ Women

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

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

				--							
--	--	--	--	----	--	--	--	--	--	--	--

OR

Employer Identification Number

				--							
--	--	--	--	----	--	--	--	--	--	--	--

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual		Sole Proprietor
Corporation		Partnership
Other: (explain)		

CERTIFICATION:

Under penalties of perjury, I certify that:

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

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification

Maryland Department of Transportation (MDOT)

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

City of Baltimore

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

Business Ownership (Check Only One)

<input type="checkbox"/>	G	Government Entity	<input type="checkbox"/>	O	Other: _____
<input type="checkbox"/>	H	Disabled	<input type="checkbox"/>	P	Non Profit
<input type="checkbox"/>	MA	Minority-owned, Not small business	<input type="checkbox"/>	W	Woman-owned, Small business
<input type="checkbox"/>	M	Minority-owned, Small business	<input type="checkbox"/>	WA	Woman-owned, Not small business
<input type="checkbox"/>	NS	Non-minority-owned, small business	<input type="checkbox"/>	X	Woman-owned, Minority, Small business
<input type="checkbox"/>	NL	Non-minority-owned, Large business	<input type="checkbox"/>	XA	Woman-owned, Minority, Not small business

Type of Business/Organization

<input type="checkbox"/>	Association	<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Government Entity	<input type="checkbox"/>	Educational Institution
<input type="checkbox"/>	Medical Service Provider	<input type="checkbox"/>	Non-profit Organization
<input type="checkbox"/>	Other: (explain) _____	<input type="checkbox"/>	Financial Institution

Ethnicity of Ownership (Check Only One)

<input type="checkbox"/>	A	Asian American	<input type="checkbox"/>	I	American Indian/Alaskan Native
<input type="checkbox"/>	B	African American	<input type="checkbox"/>	N	Non-minority
<input type="checkbox"/>	H	Hispanic American	<input type="checkbox"/>	O	Other Ethnic Group: _____

Incorporation

Incorporation State: _____ OR Date Business Started _____ / _____ / _____

Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

Signature: _____	Title: _____	Date: _____
------------------	--------------	-------------

BID REPLY LABEL

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

REQUEST FOR BID	
NO. B-890 05/14/15, 3:00 PM SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase self contained breathing apparatus (SCBA) covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order equipment and supplies that may be required during the said period, and it also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the County during the period covered by this contract.

2. TERM OF CONTRACT.

- 2.1 The term of this contract shall be for one (1) year beginning on or about June 1, 2015. Baltimore County reserves the right to renew this contract for up to nine (9) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.

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

4. METHOD OF AWARD.

- 4.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

5. COOPERATIVE PURCHASE.

- 5.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 5.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting

entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

6. MULTI-AGENCY PROCUREMENT.

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

7. VOLUNTEER FIRE DEPARTMENT PROCUREMENT. The vendor of this contract shall extend the same prices, terms and conditions to all Baltimore County Volunteer Fire Departments requiring these commodities and/or services. Any additional charges for deliveries to Volunteer companies must be negotiated with the individual companies. Baltimore County Fire Department and the Office of Budget and Finance are not responsible for payment of invoices for the Volunteer Fire Departments. All purchase and payment transactions will be made directly between the Vendor and the Volunteer Fire Departments.

8. ESCALATION.

- 8.1 All prices offered herein shall be firm against any increase until December 31, 2015. After this date, it shall be the vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the vendor.
- 8.2 The County reserves the right to accept or reject within 14 days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

9. DELIVERIES.

- 9.1 Deliveries shall be made promptly. If deliveries are not made within 45 days after receipt of order, the Buyer reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.
- 9.2 If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the vendor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.
- 9.3 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

10. TRAINING REQUIREMENTS.

- 10.1 Training is to be provided at a Baltimore County Fire Department location and shall be provided within 30 days of receipt of SCBA equipment or as required by Baltimore County Fire Department.

- 10.2 Vendor is to provide Training in the use of SCBA equipment is to be provided for forty (40) Baltimore County Fire Department personnel. Training for SCBA is to be for 10 people per shift.
- 10.3 Vendor is to provide Training in the use of the Accountability system and use of equipment and software is to be provided for 2 Baltimore County Fire Department personnel.
- 10.4 CARE Training (Certified Air Mask Repair Training) shall be provided for two Baltimore County Fire Department Breathing Apparatus Technicians.
- 10.5 Additional training may be requested on an "as-needed" basis and shall be provided at no additional cost to the County.

11. UPDATES TO SOFTWARE.

- 11.1 Any software updates for the Accountability system are to be available at no additional cost to the County.

12. WARRANTY.

- 12.1 The SCBA and associated parts furnished under this contract shall be warranted to be free from defects in materials and/or faulty workmanship for a period of fifteen (15) years from the date of receipt by Baltimore County to include all components, accessories and any and all optional equipment (excluding consumable parts).
- 12.2 MSA's warranty on the G1 Air Mask will not be voided if the fire department elects not to follow MSA's recommend overhaul schedule for the pneumatic assemblies on the G1. MSA will honor all warranties in accordance with our formal warranty policy for the G1 Air Mask.

13. ELECTRONIC VERSION SUBMITTAL.

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

14. QUESTIONS.

- 14.1 The deadline for written questions pertaining to this solicitation is May 8, 2015.

15. INQUIRIES. Any inquiries relative to this bid should be directed to Ms. Dayle T. Deemer, the Buyer, at 410-887-2495 or ddeemer@baltimorecountymd.gov.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT**

SPECIFICATIONS

1. MSA G1 SCBA.

Description: The MSA G1 self-contained breathing apparatus has a system pressure of 4500 psi. The quick connect remote style of cylinder connection is included. The harness includes standard shoulder straps with a chest strap and adjustable swiveling lumbar pad. The cylinder band is metal (stainless steel). The regulator hose type is continuous. The emergency breathing option includes ExtendAire II. The speaker module is positioned on the left shoulder. The integrated PASS device includes telemetry (for A2 Accountability System) and is positioned on the right shoulder. The battery type is standard Alkaline.

2. MSA G1 Facepiece.

Description: MSA G1 facepiece material is Hycar rubber. The facepiece and nose cup are available in small, medium and large. The head harness is a four point adjustable style. The neck strap is made of flame and heat resistant fabric and the regulator connection type is fixed push to connect. The facepiece includes a removable inhalation check valve and exhalation valve to prevent exhaled air from entering and contaminating the regulator. The facepiece does not include electronic components.

3. MSA G1 Facepiece Bag.

Description: The G1 facepiece bag includes a drawstring closure to secure the facepiece, microbial liner to absorb odors, swiveling clip to secure bag for storage and a silkscreen rectangle to allow for identification markings. Dimensions: 12 in. high x 7.5 in. diameter

4. MSA G1 Spectacle Kit.

Description: The G1 spectacle kit secures and positions the user's individual prescription lens inside the G1 facepiece.

5. MSA G1 APR Adapter.

Description: The G1 APR (Air Purifying Respirator) adapter allows for the use of 40 mm threaded P100 filter and also accommodates a CBRN canister.

6. MSA G1 Cylinders.

Description: MSA G1 cylinder pressure is 4500 psi and is available in 45 or 60 minutes durations. The remote connect G1 cylinder includes a bracket and protective boot which provide positioning and security of the cylinder to back frame. G1 remote connect cylinder valves incorporate a CGA threaded connection that can be converted to a quick connect cylinder without special tools.

7. **MSA Quick Connect Adapter for Cylinder.**

Description: Stainless steel male adapter converts threaded CGA connections to the remote quick connect cylinder connection. The adapter threads onto the existing CGA 4500 psi connection.

8. **MSA G1 Fill Station Adapter.**

Description: The G1 fill station adapter converts the threaded CGA connection to the G1 quick connect. This allows for fast and simple refilling of SCBA cylinders.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT
Due Date: 05/14/15, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City)

(State)

(Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

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

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

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

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

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

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

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

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT
Due Date: 05/14/15, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 345-80 Self Contained Breathing Apparatus, Model G1 harness assembly, with components as specified. MSA Part Number A-G1FS442MA2C2LCA. (Facepiece and other components are sold separately)	850	Each	\$ _____	\$ _____
2	COMMODITY CODE: 345-80 Facepiece for Self Contained Breathing Apparatus, Model G1, as specified. MSA Part Number A-G1FPFM1S4C1, size SMALL	800	Each	\$ _____	\$ _____
3	COMMODITY CODE: 345-80 Facepiece for Self Contained Breathing Apparatus, Model G1, as specified. MSA Part Number A-G1FPFM1M4C1, size MEDIUM	1,500	Each	\$ _____	\$ _____
4	COMMODITY CODE: 345-80 Facepiece for Self Contained Breathing Apparatus, Model G1 as specified. MSA Part Number A-G1FPFM1L4C1, size LARGE	1,500	Each	\$ _____	\$ _____
5	COMMODITY CODE: 345-80 Facepiece bag for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10126741 (black)	3,800	Each	\$ _____	\$ _____
6	COMMODITY CODE: 345-80 Spectacle kit for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10144230	3,800	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT
Due Date: 05/14/15, Time: 3:00 P.M.

PRICE SHEET PAGE 2 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
7	COMMODITY CODE: 345-80 APR Adapter for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10144231-SP	3,800	Each	\$ _____	\$ _____
8	COMMODITY CODE: 34580 Cylinder with 45 minute remote connect for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10156424SP	1,500	Each	\$ _____	\$ _____
9	COMMODITY CODE: 345-80 Cylinder with 60 minute remote connect for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10156426-SP	200	Each	\$ _____	\$ _____
10	COMMODITY CODE: 345-80 Quick connect adapter for cylinder male adapter for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10149702-SP.	3,800	Each	\$ _____	\$ _____
11	COMMODITY CODE: 345-80 Fill Station Adapter for Self Contained Breathing Apparatus, Model G1, as specified, Part Number 10162402	3,800	Each	\$ _____	\$ _____
12	COMMODITY CODE: 345-80 All components, spare parts, accessories and other items not specifically listed for use with Self Contained Breathing Apparatus. Discount off current price list (price list must be submitted with bid).		Discount	_____ %	_____ %

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-890
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT AND
PARTS, MSA ONLY, NO SUBSTITUTE, TERM AGREEMENT
Due Date: 05/14/15, Time: 3:00 P.M.

PRICE SHEET PAGE 3 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
13	COMMODITY CODE: 345-80 Posi3 USB SCBA Flow Test Machine, by Honeywell, Part Number 54-56-2727	2	Each	\$ _____	\$ _____
14	COMMODITY CODE: 345-80 Annual Service fee and Calibration includes 50,000 test credits and return shipping, P/N 54-21-A10	10	Each	\$ _____	\$ _____
15	COMMODITY CODE: 345-80 Accessories and parts not listed for Honeywell Posi3 USB SCBA Flow Test Machine, Discount off current price list (price list must be submitted with bid)		Discount	_____ %	_____ %
16	COMMODITY CODE: 204-54 Computer, tablet – Microsoft – Surface Pro 3 – 12" Intel Core i3 – 64GB silver with extended warranty	17	Each	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____