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

REQUEST FOR BID NO. B-1055

PIER REPLACEMENT, MERRITT POINT PARK

Due Date: 09/02/16, Time: 2:15 PM

Pre-Bid Conference: 08/19/16, Time: 10:00 AM

KATHY MADARY, C. P. M., STAFF BUYER
PHONE: 410-887-3888
EMAIL: kmadary@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?

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1055
PIER REPLACEMENT, MERRITT POINT PARK

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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 name*] _____ (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 was formed in the State of ***(Insert State Name)***: _____

(2) The Business is a (***please select one***)*:*

□ Corporation

□ Partnership

□ Limited Liability Company

□ Limited Liability Partnership

□ Sole Proprietor

□ Other: _____

(*If sole proprietor #3 below does not apply, continue to #4.)*

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

□Yes □ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? □Yes □ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

_____

c. If not, is the business in good standing in the formed in State of origination? □Yes □ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -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 -paid all withholding taxes due the State of Maryland prior to final settlement?

□Yes □ No

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 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. (***You must check one of these***)

[ ] 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)

"PRIME" CONTRACTOR
MINORITY INFORMATION

This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

A. AUTHORIZED REPRESENTATIVE

I am the [title]_____ of [business] _____ (the "Business").

B. DEFINITIONS

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.

C. INFORMATION REGARDING MINORITY STATUS

[___] The Business is a certified MBE ___ or WBE ___

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

[____] City of Baltimore #_____

[____] Name Other Jurisdiction: _____ #_____

[____] The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

____ African American ____ Hispanic American ____ Caucasian
____ Asian American ____ Native American ____ Other

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

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____ By:_____

Name:
Title:
(Authorized Representative)

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:
1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date

MBE / WBE Certification

Maryland Department of Transportation (MDOT)	City of Baltimore
Certification #: _____	Certification #: _____
Certification Date: _____ / _____ / _____	Certification Date: _____ / _____ / _____
Pending: _____	Pending: _____

Business Ownership (Check Only One)

	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization

	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)

	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation

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

Signature

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

Signature:	Title:	Date:

BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. **GENERAL REQUIREMENTS**

1.1 Coverages Required:

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

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

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

1.3 Baltimore County as Additional Insured:
The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

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

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

2. **INSURANCE COVERAGES**

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

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

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability
Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

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

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P E R F O R M A N C E B O N D

Bond No._____

_____ _____
Principal **Business Address of Principal**

_____ **Obligee:** **BALTIMORE COUNTY, MARYLAND**
Surety A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

_____ DOLLARS $_____
Penal Sum of Bond (express in words and figures)

_____ _____ **20** _____
Contract Name **Date of Contract**

_____ _____ **20** _____
Contract Number **Date Bond Executed**

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: **Individual Principal**

Witness: _____ **as to:** _____ **(SEAL)**

Print Name: _____ **Print Name:** _____

Attest: **Corporate Principal**

_____
(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ **(SEAL)**

Title: _____

Attest: **Surety**

_____
(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

_____
Office of the County Attorney

PAYMENT BOND

Bond Number_____

_____ _____
Principal **Business Address of Principal**

_____ **Obligee:** **BALTIMORE COUNTY, MARYLAND**
Surety A body corporate and politic

A Corporation of the State of _____ **and authorized to do business in Maryland**

_____ DOLLARS $_____
Penal Sum of Bond (express in words and figures)

_____ _____ **20** _____
Contract Name **Date of Contract**

_____ _____ **20** _____
Contract Number **Date Bond Executed**

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: **Individual Principal**

Witness: _____ **as to:** _____ **(SEAL)**

Print Name: _____ **Print Name:** _____

Attest: **Corporate Principal**

_____
(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ **(SEAL)**

Title: _____

Attest: **Surety**

_____
(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

_____
Office of the County Attorney

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid _____ Contract No. _____ Proposal or Item No. _____	Date of Contract _____ Date Bond Executed _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Witness

_____

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

In Presence of:

Witness

_____

_____

_____

_____

CO-PARTNERSHIP PRINCIPAL

_____ (SEAL)
Name of Co-Partnership

as to by_____ (SEAL)
as to by_____ (SEAL)
as to by_____ (SEAL)
as to by_____ (SEAL)

_____
Witness

Title_____

CORPORATE PRINCIPAL

_____
Name of Corporation

By _____

Title _____

Affix Corporate Seal

_____
Witness

Title_____

_____
Surety

By _____

Title _____

Affix Corporate Seal

_____
Business Address of Surety

NOTE: Under Corporate Principal,. this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

BID REPLY LABEL

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

REQUEST FOR BID

NO. B-1055
9/2/16, 2:15 PM
PIER REPLACEMENT, MERRITT POINT PARK

TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVE, ROOM 148
TOWSON, MARYLAND 21204-4665

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1055
PIER REPLACEMENT, MERRITT POINT PARK

GENERAL CONDITIONS

1. SCOPE.

1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase marine construction services to replace a deteriorated pier in Merritt Point Park.

1.2 The work to be done to replace the pier includes, but is not limited to, provision of all labor, materials, supervision, equipment, services, incidentals and related items necessary to complete the work in accordance with this specification and scope of work, and:

1.2.1 Baltimore County "Standard Specifications for Construction and Materials" dated February 2000 and as updated periodically, herein referred to as "Standard Specifications", as applicable to marine construction;

1.2.2 Baltimore County "Standard Details for Construction" dated February 2007 and as updated periodically, herein referred to as "Standard Details", as applicable to marine construction;

1.2.3 2015 International Building Code (IBC), latest edition;

1.2.4 Any plans, designs, and/or sketches as provided by the Property Management Project Manager.

2. METHOD OF AWARD.

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

2.2 Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past eighteen (18) months.

3. PRICES.

3.1 Price quoted shall include delivery costs and charges.

4. CONTRACTOR QUALIFICATIONS.

4.1 The Contractor must have been in business for at least five (5) years performing general marine construction work. A copy of the company's business license must be submitted with the bid.

5. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

5.1 With regard to this contract, the Property Management Division Manager (PMDM) or his designated representative (hereafter referred to collectively as "PMDM") will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the PMDM or his designated

representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

5.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the PMDM or his designated representative prior to beginning work at (410) 887-3861.

5.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.

5.4 Contractor shall provide a complete, workmanlike, well-executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

5.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Director for explanation of procedures.

5.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies. The Contractor must be prepared to furnish engineering services when requested.

6. **GUARANTEES**. All materials furnished and installed under this contract shall be guaranteed for a period of one (1) year against any and all defects in material, workmanship, and installation from the date of acceptance of the system by Baltimore County.

7. **INQUIRIES**. Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.

8. **INSURANCE**.

8.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

8.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

8.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

9. **INVOICES**.

9.1 Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Director, or his authorized representative, prior to payment of invoices.

9.2 Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204.

9.3 Charges for late payment of invoices or interest charges are prohibited.

9.4 Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later.**

9.5 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:

9.5.1 Defective work not remedied.

9.5.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.

9.5.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.

9.5.4 A reasonable doubt that the contract can be completed for the balance then unpaid.

9.5.5 Damage to another Contractor.

9.5.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

10. **LIENS**. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.
response.

11. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **0%**.

12. **ELECTRONIC VERSION SUBMITTAL**.

12.1 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.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1055
PIER REPLACEMENT, MERRITT POINT PARK

SPECIFICATIONS

1. <u>SCOPE OF WORK – GENERAL</u>.

1.1 In general, the scope of this work shall be to furnish all labor, materials, tools, equipment, services, incidentals, and supervision to replace a deteriorated wooden pier at Merritt Point Park, 7800 Dunmanway Extended, Dundalk, MD 21222.

1.1.1 Demolish, remove, and dispose of existing Pier as required.

1.1.2 Remove and replace existing 10” dia. Piles with new 10” x 20’ long piers.

1.1.3 Add cross – caps and stringers to piers with bolts as required by Baltimore County Specifications July 2011.

1.1.4 Add decking as required by code.

1.2 Materials shall be as specified:

1.2.1 Piles 10 inch butts with 8 inch tip D4FS # 2 or better, treated CCA.

1.2.2 Cross Caps 3” x 10” x 7’-0”, D4FS #2 or better, treated CCA.

1.2.3 Stringers 3” x 10” x 12’-0” D4FS #2 or better, treated CCA.

1.2.4 Decking 2” x 8” x 6’-0” D4FS #2 or better, treated CCA.

1.2.5 All wood shall be Southern Yellow Pine.

1.2.6 All bolts and washers shall be ¾” diameter hot dipped galvanized.

1.2.7 All deck screws shall be 3” #9.

1.3 The requirements listed above are intended as an aid to the Contractor to acquaint him with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

1.4 The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, equipment, fuel, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

2. <u>LOCATION OF WORK AND EXISTING CONDITIONS</u>. The work site is located at Merritt Point Park, 7800 Dunmanway Extended, Dundalk, MD 21222.

3. <u>PRE-BID CONFERENCE</u>.

3.1 A pre-bid conference will be held on Friday, August 19, 2016, at 10:00 a.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, Maryland 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

3.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

4. WORK HOURS AND DELIVERY OF MATERIALS.

4.1 It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the PMDM.

4.2 In the interest of clarification, the following definitions shall apply to this contract:

4.2.1 Regular Hours: Monday through Friday, 8:00 A.M. – 5:00 P.M.

4.2.2 Overtime Hours: Monday through Friday, 5:00 P.M. – 8:00 A.M., weekends, Saturday and Sunday, any hour day or night, and Holidays, any hour day or night as per this listing:

New Year's Day	Columbus Day
MLK, Jr. Birthday	General Election Day (each even year)
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

4.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency at (410) 887-3861.

4.4 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the Property Management Division Manager or his designated representative, and the user agency.

5. CHANGES TO THE CONTRACT. The Contractor will notify the Property Management Division Manager or his designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. 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 Purchasing Agent.

6. DEMOLITION AND DEBRIS REMOVAL. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

7. UTILITIES. Baltimore County shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the

Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the Property Management Division Manager, or his authorized representative, for approval prior to use on any job under this contract.

8. **POTENTIALLY HAZARDOUS MATERIALS**. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Purchasing Bureau, for approval by the Safety Office, prior to use on any job under this contract.

9. **MATERIALS AND INSTALLATION**.

9.1 CODES

9.1.1 All materials and work shall comply with the requirements of the following codes and regulations (latest editions as they apply to marine construction):

All Baltimore County Codes and Regulations

2015 International Building Code

ASTM American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428-2951
(610)832-9500

AWI Architectural Woodwork Institute
46179 Westlake Drive, Suite 120
Potomac Falls, VA 20165
(571)323-3636

BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue, 15th floor
New York, NY 10017
(212)297-2122

NAAMM National Association of
Architectural Metal Manufacturers
800 Roosevelt Road
Building C, Suite 312
Glen Ellyn, IL 60137
(630)942-6591

NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive
Herndon, VA 20171-4662
(703)713-1900

NFPA National Fire Protection Association
One Batterymarch Park
P.O. Box 9101
Quincy, MA 02169-7471
(617)770-3000

SPIB Southern Pines Inspection Bureau
P. O. Box 10915
Pensacola, FL 32524-0915
(850)434-2611

UL	Underwriters Laboratories 333 Pfingsten Road Northbrook, IL 60062-2096 (847)272-8800
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 (503)639-0651

9.2 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

9.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.

9.4 The Contractor shall obtain the permission of the Baltimore County representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence form this source. The County institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.

9.5 If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of and affected by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

9.6 The Contractor must physically report to the work site in accordance with a construction schedule agreed upon with the PMDM or his designated representative.

9.7 The Property Management Division Manager, or his authorized representative, will inform the Contractor to perform the work during normal working hours or a combination of normal and after work hours. Final dimensions shall be determined at the site by the Contractor prior to the construction or repair. All dimensions for fitting and final sizing are his responsibility.

All materials incorporated in the work must be approved by the Property Management Division Manager, or his authorized representative, prior to use on the job. Materials incorporated in the work that have not received prior approval by the Property Management Division Manager, or his authorized representative, shall be at the Contractor's expense and not paid for by Baltimore County.

9.8 For all non-emergency work, once the Contractor has received the Purchase Order Notice To Proceed, the Contractor has ten (10) calendar days to mobilize at the job site and begin work.

9.9 The Contractors cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractors' work forces. The only exception to this requirement is for work not within the trade contracted by this agreement

(i.e. electrical, etc.). For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to the County. Any anticipated subcontractor work must be included in the lump sum proposal.

9.10 The cost of all travel means (trucks, fuel, lubricants, vital fluids, maintenance, repairs) and any and all required equipment and tools shall be incidental and included in the lump sum proposal. The cost of debris removal resulting from general construction work and from major demolition shall be included in the lump sum proposal. The Contractor shall: come prepared to the job site with the correct materials and parts needed for the work.

9.11 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Property Management Division Manager, or his authorized representative, for approval before proceeding with any additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.

9.12 All work shall be measured and paid on a lump sum basis.

10. **TEMPORARY SUSPENSION OF WORK**. During the progress of any work, the Contractor may suspend work via written permission of the Property Management Division Manager, or his designated representative, wholly or in part, for such period or periods as the PMDM may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the Property Management Division Manager, or his designated representative, twenty-four (24) hours in advance and shall proceed with the work only when and if authority is granted by the Property Management Division Manager, or his designated representative. Any work performed without approval by the Property Management Division Manager, or his designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

11. **MEASURE AND PAYMENT**.

11.1 The work shall be paid as a lump sum to include all aspects of replacing the pier as per this statement of work and specifications.

12. **CONTRACTOR SCHEDULING**.

12.1 The Contractor shall be contacted for work by the Property Management Division Manager, or his designated representative. If the Contractor does not mobilize on site and start work as scheduled, the Property Management Division Manager, or his designated representative, shall contact the Contractor for an explanation. If the Contractor has been delayed due to circumstances beyond his/her reasonable control, e.g. labor strikes, severely inclement weather, fires, floods, blackouts, factory shutdown, acts of God, or alterations, embargoes, wars, riots, delays, or shortages in transportation or materials, the Contractor shall request a delay in the start of work from the Property Management Division Manager, or his designated representative. If the Property Management Division Manager, or his designated representative, agrees to the delay, a new start-up date shall be established. If the Contractor is delayed due to extensive use of his work crews by other Baltimore County using agencies, the same procedure shall be followed. In either case, the Contractor is not considered in default of contract due to poor performance.

12.2 If the Property Management Division Manager, or his designated representative, elects not to grant a delay or, the Contractor misses any start-up date for reasons within their control and it is determined by the PMDM, or his designated representative, that the Contractor is

in default of contract due to poor performance, the PMDM or his designated representative, shall request that the Purchasing Division solicit bids on the open market and award the contract to another firm. The difference in prices between the amount paid to the actual performing Contractor and the amount estimated by the Contractor originally assigned the work may be assessed as liquidated damages against the original Contractor.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1055
PIER REPLACEMENT, MERRITT POINT PARK
Due Date: 09/02/16, Time: 2:15 P.M.

BID/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 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:**

_____
_____
_____
_____

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of $_____ payable to Baltimore County, Maryland.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

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

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

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

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

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

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1055
PIER REPLACEMENT, MERRITT POINT PARK
Due Date: 09/02/16, Time: 2:15 P.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	**COMMODITY CODE: 912-23** Pier, wooden, demolition, removal, disposal and replacement of, at Merritt Point Park, as per specifications.	1	Each	$_____	$_____

GRAND TOTAL $_____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____