

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



REQUEST FOR BID NO. B-1101

**ON-CALL STORM WATER MANAGEMENT SERVICES
AND ENVIRONMENTAL RESTORATION SERVICES,
TERM AGREEMENT**

Due Date: 01/04/17, Time: 3:00 PM

Pre-Bid Conference: 12/16/16, Time: 10:30 AM

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?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES
AND ENVIRONMENTAL RESTORATION SERVICES, TERM AGREEMENT**

TABLE OF CONTENTS

- I. General Instructions for Solicitations**
 - 1. Instructions, Forms and Specifications
 - 2. Award of Solicitations
 - 3. Reservations
 - 4. Delivery
 - 5. Competition
 - 6. Terminations
 - 7. Hold Harmless - Indemnification
 - 8. Minority Business Enterprise (MBE) and Small Business Notice
 - 9. Authority
 - 10. HIPAA (Health Insurance Portability and Accountability Act)
 - 11. Reports
 - 12. Terms of Contract
 - 13. Severability
 - 14. Counterparts
 - 15. Survival
 - 16. No Waiver, Etc.
 - 17. Maryland Registration / Qualification Requirements
 - 18. Eligibility of Candidates for Employment
 - 19. Warranty
 - 20. American Manufactured Goods Required for Public Works

- II. Procurement Affidavit**

- III. Minority Participation Affidavit**

- IV. Taxpayer Identification Number (TIN) and Certification**

- V. Insurance Provisions**

- VI. Performance Bond**

- VII. Payment Bond**

- VIII. Bid Bond**

- IX. MBE/WBE Forms**

- X. Bid Reply Label**

- XI. General Conditions**

- XII. Specifications**

- XIII. Bid Bond Signature Cover Page**

- XIV. Price Sheets**

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

<p>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).</p>																																														
1. Name (as shown on your income tax return)																																														
2. Business name, if different from above																																														
Address																																														
City	State ZIP Code																																													
Remittance Address, if different from above																																														
City	State ZIP Code																																													
Contact Person	Title																																													
Phone Number () - Ext:	Fax Number () -																																													
E-mail address																																														
Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Social Security Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="9">OR</td> </tr> <tr> <td align="center" colspan="9">Employer Identification Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social Security Number																		OR									Employer Identification Number																	
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																																													

SIDE 2

MBE / WBE Certification	
<p>Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>	<p>City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>

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.

PERFORMANCE BOND

Bond No. _____

Principal

Business Address of Principal

Surety

Obligee: BALTIMORE COUNTY, MARYLAND
A body corporate and politic

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

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

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

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

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

Surety

Obligee: **BALTIMORE COUNTY, MARYLAND**
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)

Contract Name

_____ 20 _____
Date of Contract

Contract Number

_____ 20 _____
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	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

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

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Name of Corporation

By _____

Title _____

Surety

By _____

Title _____

Affix Corporate Seal
Affix Corporate Seal

Witness
Title _____

Witness
Title _____

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.

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SUMMARY

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder Responsibility: The bidder shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidders shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER'S ACTIONS

Seeking Commitments: The bidder will seek commitments by subcontract or otherwise from MBE/WBE for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation for the County contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: All bidders shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require MBE/WBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
 -
3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Records to be Kept: The bidder must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder is unable to procure from MBE/WBE's (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder shall request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection/Liquidated Damages/Contract Breach: For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

Cooperation in Reviews: The bidder will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Approval Required for Changes: Any and all changes to the contractor's use of MBE/WBE subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresenting information, the contractor may be declared in breach of the contract and/or the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.

PROSPECTIVE BIDDERS

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. If you will be able to meet the goal for each assigned task, complete and sign FORM A with the initial bid submission, FORM B and FORM C must be submitted with the proposed submission for the assigned task.

***NOTE:** All Forms must be completed and signed. However, FORM C-1 **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A, FORM B and FORM C to identify the portion of the goal that will be met. In addition, complete and sign FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM D and FORM E **accompanied with all supporting documentation.**

***NOTE:** All Forms must be completed and signed. However, FORM C and FORM D **MUST** be completed and properly signed by **both** the Prime **AND** the MBE/WBE subcontractor(s).*

Reminder: MBE/WBE **subcontracting** goal apply to **ALL** prime/general contractors including certified and non-certified minority and women owned firms.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

* * * * *

I acknowledge the:

- The goals, if applicable, of:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MBE/WBE requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1 Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements.

or

2 After having made a good-faith effort to achieve the MBE/WBE requirements, the prime contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements.

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation subgoals, if applicable:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

or

3 After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the prime contractor is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the prime contractor has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

- 2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to all potential subcontractors, including:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *MBE/WBE Participation Schedule* (Form B)
- *MBE/WBE Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E)
- Any other documentation in accordance with Section 6 (E) Bid Requirements of the attached Executive Order.

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *MBE/WBE Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the prime contractor shall achieve.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

**BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SCHEDULE
(FORM B)**

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT

Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid \$ _____
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE/WBE Percent of Entire Contract
Form Prepared by: Name _____ Title _____ Date _____	Reviewed and Accepted by Minority Business Enterprise Officer Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total WBE Participation:	_____ %	\$ _____
Total Participation:	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE - SUBCONTRACTOR UNAVAILABILITY CERTIFICATE
(FORM D)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE Representative

Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. PRIME CONTRACTOR SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime Contractor

Title

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

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-1101
01/04/07, 3:00 PM
ON-CALL STORM WATER MANAGEMENT
SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, 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-1101
ON-CALL STORM WATER MANAGEMENT SERVICES
AND ENVIRONMENTAL RESTORATION SERVICES, TERM AGREEMENT**

GENERAL CONDITIONS

1. SCOPE OF SERVICES.

- 1.1 The Baltimore County Department of Environmental Protection and Sustainability (DEPS) requires on-call services from two(2) Contractors to provide various stormwater facility construction, maintenance and repair activities, and environmental restoration services on Baltimore County sites from a qualified construction firm. Typical projects include stormwater management facility construction, small pond and earth dam repair and management, sediment basin conversion, storm drain repair, emergency repair of storm damage, maintenance activities, fence repair and noxious weed control. Typical environmental restoration projects may include conversion and/or repair of existing stormwater facility, construction/installation of a variety of water quality best management practices, reforestation and stream restoration. On-call services may include, but not limited to construction, construction oversight, survey, permitting, as-built survey review and certification, trash and debris removal, installation of sediment and erosion control measures, landscape/planting, seeding, excavating, grading and other work as required.
- 1.2 It is the intention of these specifications that the Contractor hereunder shall provide and Baltimore County Government, shall purchase on call Stormwater Maintenance Services covered by this agreement which may be required during the period of time covered by this agreement. The quantities shown are approximate and for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the contractor, if it is found that such services are not required by Baltimore County.
- 1.3 There shall be no compensation for work estimated in this solicitation but not ordered during the term of this agreement. The quantities for these items are for evaluation purposes only. The Contractor will not be allowed to submit a claim against Baltimore County for any adjustments to the contract unit price bid, should the item(s) be increased, decreased, or eliminated.
- 1.4 In addition, all prices, terms, conditions, and services stipulated by the contract resulting from this solicitation shall be extended by the Contractor to Baltimore County Board of Education, Baltimore County Library System, and the Community Colleges of Baltimore County. Baltimore County Office of Budget and Finance assumes no obligation on behalf of these agencies.
- 1.5 All references to "Contractor", throughout this solicitation refers to all Contractors and their subcontractors (if applicable). Each Contractor and subcontractor must comply fully with the terms, conditions, and specifications of this contract.
- 1.6 The Contractor shall have an English speaking foreman or supervisor on the work site at all times to communicate with Baltimore County Agency representatives.

2. TERM OF AGREEMENT.

- 2.1 The term of this contract shall be for one (1) year beginning on or about April 1, 2017. Baltimore County reserves the right to renew this contract for up to four (4) 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.
- 2.3 The vendor/contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

3. PRE-BID CONFERENCE.

- 3.1 A pre-bid conference will be held on Friday, December 16, 2016 at 10:30 a.m. at the Purchasing Division Conference Room, Historic Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. Attendance at the pre-bid conference is not mandatory
- 3.2 The purpose of the conference is to clarify any parts of the solicitation and answer questions that may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted as an amendment on the website at: www.baltimorecountymd.gov/purchasing.
- 3.3 Questions will be entertained at the conference. If it becomes necessary to revise any part of this solicitation, amendments will be posted on the website at www.baltimorecountymd.gov/purchasing.

4. METHOD OF AWARD.

- 4.1 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.
- 4.2 Baltimore County shall reserve the right to award contracts to two (2) primary contractors, effectively the two (2) lowest responsive and responsible bidders.
- 4.3 It is the intention of Baltimore County to issue work to both contractors, however, the assignment of work shall be at the sole discretion of Baltimore County. Subject to and without in any way enlarging or limiting the other provisions of the Contract, any claim of either contractor against the County for extra compensation or damages arising out of assignment of work by the County shall be conclusively deemed to have been waived by both contractors. It is anticipated that the two (2) contractors will have some variation in specialty and experience. Consideration of these specialties and experience will be taken into consideration when individual project assignments are made.
- 4.4 The estimated quantities in the Pricing Page of the "Request for Bid" document represent the total estimated volume of work for both contractors combined, per each year of the contract.

5. **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.

6. ESCALATION.

- 6.1 For all unit prices except dumping charges:

6.1.1 All prices, offered herein shall be firm against any increase for one (1) year from the effective date of this proposed agreement. Prior to commencement of each subsequent renewal year, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States City Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. Baltimore County reserves the right to accept or reject the request for price increase within fourteen (14) days.

6.2 For the unit price for dumping charges:

6.2.1 All prices, offered herein shall be firm against any increase for one (1) year from the effective date of this proposed agreement. Prior to commencement of each subsequent renewal year, the County will entertain a request for escalation. Increases shall be limited to the actual cost increase to the contractor and the contractor shall furnish bona-fide documents reflecting the dumping charge increase. Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days.

7. DELIVERY ORDERS.

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

8. CONTRACTOR QUALIFICATIONS.

8.1 Only Contractors that have been in the business of stormwater management and general site construction for a period of five (5) years or more will be considered.

8.2 Contractor must maintain an office in the Baltimore Metropolitan area.

8.3 Contractor must have active contracts currently supplying on-call stormwater management services to state or local government agencies in the Baltimore Metropolitan area.

8.4 The Baltimore Metropolitan area is defined as but not limited to: Baltimore City and County, Washington D.C., Southern Pennsylvania, Prince Georges County, Montgomery County, Carroll County, Harford County, Howard County and Anne Arundel County.

9. REFERENCES.

9.1 Bidders may be required to provide at least three (3) names of contact persons and phone numbers of references of similar sized contracts during the past eighteen (18) months. All bidders shall submit with their bid all required registrations, licenses, and certificates necessary to perform the scope of work and specifications.

10. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

10.1 With regard to this contract, the Director of the Department of Environmental Protection and Sustainability (DEPS) or his designated representative 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 Director of the Department of Environmental Protection and Sustainability (DEPS), or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

- 10.2 Unacceptable work product not remedied may result in the contract firm being put on notice and termination may result.
- 10.3 The County reserves the right to make unannounced periodic inspections of the work in progress or provide full time construction inspection. Contractor shall contact Director of the Department of Environmental Protection and Sustainability (DEPS) or his designated representative at (410) 887-2904 or (410) 887-3768 prior to commencement of work and one week prior to completion/demobilization.
- 10.4 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. Baltimore County will, however, pay for permit fees associated with the joint Federal / State application for the alteration of any floodplain, waterway, tidal or non-tidal wetland in Maryland.
- 10.5 Contractor shall provide a complete, workmanlike, well-executed job in accordance with the 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.
- 10.6 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 of DEPS, or his designated representative for explanation of procedures.
- 10.7 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies. The Contractor must be prepared to furnish engineering services when requested.

11. CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The County shall give notice of observed defects with reasonable promptness.

12. PAYMENT WITHHELD.

12.1 The Director of DEPS or his designated representative 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 the following grounds:

12.1.1 Defective work not remedied.

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

- 12.1.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - 12.1.4 A reasonable doubt that the contract can be completed for the balance then unpaid.
 - 12.1.5 Damage to another Contractor.
 - 12.1.6 Failure of the Contractor to submit data required within the time limits stated in the contract documents.
- 12.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

13. TERMINATIONS.

- 13.1 Termination for Convenience: The County may terminate a contract in whole or in part without showing cause upon giving written notice to the Contractor. The county shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned to the date of termination.
- 13.2 Termination for Default. The county shall have the right upon the happening of any default, without providing notice to the Contractor: 1) In addition to other available rights and remedies to terminate this Agreement 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 of any covenant, term or condition set forth in this Agreement or for damages or other relief or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this Agreement for default, the County may pay the Contractor for services provided or goods delivered up to the date of termination set forth in the notice 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.
- 13.3 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 any obligation or penalty.

14. FIRE HYDRANT UTILIZATION.

- 14.1 Fire hydrant permits must be obtained if water is required from a hydrant. No water is to be drawn from a public fire hydrant except through a meter. Applications are made through the Department of Permits and Licenses. All costs are considered incidental to the cost of items bid. (Exception: The Department of Public Works will issue a meter for fire Hydrant Utilization for charging, testing or flushing new mains being constructed under a County Contract. At the request of the Contractor, within five (5) days of charging the lines, the Inspector will issue the meter application to the Contractor without cost and there will be no charge for water use recorded on the meter provided. Failure to return the meter in good condition or utilization of the meter provided for any other purpose will be grounds for assessment of associated costs against the Contractor as liquidated damages).

15. INSURANCE.

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. INVOICES.

- 16.1 Clean, legible copies of daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs. 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 of DEPS, or his authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Budget and Finance, Disbursements Section, Historic Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204 or e-mailed to: disbursement@baltimorecountymd.gov. An emailed copy of each invoice must be submitted to Director of DEPS or his designated representative noted on the delivery order.
- 16.2 Charges for late payment of invoices is prohibited. 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.** Under no circumstances will interest be paid.

- 17. LIENS.** For jobs involving sub-contracting of services by the Contractor, 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 the Contractors may, if any sub-contractor 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.

18. BID DEPOSIT REQUIREMENTS.

- 18.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 18.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and

must be completed by a surety company duly licensed under the Laws of the State of Maryland.

- 18.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 18.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

19. BONDS.

- 19.1 The Contractor shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor's obligations thereunder, including the specifications.
- 19.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).
- 19.3 The Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa), an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.
- 19.4 For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at www.mmgroup.com for information, applications and a checklist of required documents and reports that must accompany the application.

20. "SAMPLE" FORM CONTRACT.

- 20.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.
- 20.2 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 20.3 All Offeror's further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS: The resulting minority and women business participation requirement for this contract is 20%.

- 21.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.
- 21.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 21.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.
- 21.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online using the MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime Contractors and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The contractor must provide a contact person and contact information for the MBE/WBE compliance reporting. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

22. ELECTRONIC VERSION SUBMITTAL.

- 22.1 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) or thumb drive of the bid proposal in PDF format. The CD or thumb drive 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.

23. QUESTIONS.

- 23.1 Questions pertaining to this solicitation must be submitted in writing (e-mail). The deadline for written questions is five (5) working days prior to the due date of this bid. If it becomes necessary to revise any part of this solicitation, amendments will be posted on the website at www.baltimorecountymd.gov/purchasing

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES
AND ENVIRONMENTAL RESTORATION SERVICES, TERM AGREEMENT**

SPECIFICATIONS

1. SCOPE.

1.1 Baltimore County Department of Environmental Protection and Sustainability (DEPS) requires on-call services from two(2) Contractors to provide various stormwater facility construction, maintenance and repair activities, and environmental restoration services on Baltimore County sites from a qualified construction firm. Typical projects include stormwater management facility construction, small pond and earth dam repair and management, sediment basin conversion, storm drain repair, emergency repair of storm damage, maintenance activities, fence repair and noxious weed control. Typical environmental restoration projects may include conversion and/or repair of existing stormwater facility, construction/installation of a variety of water quality best management practices, reforestation and stream restoration. On-call services may include, but not limited to construction, construction oversight, survey, permitting, as-built survey review and certification, trash and debris removal, installation of sediment and erosion control measures, landscape/planting, seeding, excavating, grading and other work as required.

2. PRE-BID CONFERENCE.

- 2.1 A pre-bid conference will be held on Friday, December 16, 2016 at 10:30 a.m. at the Purchasing Division Conference Room, Historic Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. Attendance at the pre-bid conference is not mandatory.
- 2.2 The purpose of the conference is to clarify any parts of the solicitation and answer questions that may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted as an amendment on the website at: www.baltimorecountymd.gov/purchasing.
- 2.3 Questions will be entertained at the conference. If it becomes necessary to revise any part of this solicitation, amendments will be posted on the website at www.baltimorecountymd.gov/purchasing.

3. ITEMS OF WORK.

The following is a list of required job descriptions to fulfill the needs of this contract. The team should prepare and submit with their bid the Federal Standard Form 255 to demonstrate that the team can meet the minimum requirements of the specifications. It is possible for one individual's name to be submitted to fulfill multiple roles provided that it is clearly identified in the bid and he/she meets the minimum requirements for each description.

3.1 Program Manager

- 3.1.1 Personnel to perform in this capacity shall have ten (10) years' experience in senior level construction contract management.
- 3.1.2 This individual shall provide overall contract management and coordination for all construction aspects of projects assigned.

- 3.1.3 This individual shall have experience related to storm water management construction, water quality retrofits and conversions, other various environmental restoration work and general site construction.
- 3.1.4 The individual shall provide overall contract management services, and will serve as the point of contact for all contractual issues and for individual project assignments. This individual will be responsible for the coordination of all aspects of construction services for each project, including preparation of scopes of work, schedules, cost estimates, and invoicing for each project. This individual shall attend progress meetings as needed.
- 3.1.5 Bidders shall submit with their bid a resume for the Program Manager.

3.2 Construction Staffing Requirements

3.2.1 Construction Operations Manager

3.2.1.1 A Construction Operations Manager under this contract shall be an individual with a minimum of ten (10) years' experience in construction management of environmental restoration activities including storm water management, small pond and earth dam repair and maintenance, sediment basin conversion, water quality retrofits and conversion, landscape installation, utility work, site grading, site stabilization and erosion and sediment control. The Construction Operations Manager shall be responsible for all construction operations performed under this contract

3.2.1.2 The Construction Operations Manager must possess the following skills and qualifications including but not limited to:

- Construction and operations management
- Heavy equipment operation
- Ability to read and interpret environmental restoration design plans, utility, grading, and landscape plans
- Ability to construct environmental restoration, utility, grading, landscape, and bioengineering work to the lines and grades as shown on a design plan
- Ability to manage, efficiently schedule, direct and coordinate the work of all construction personnel and equipment operators
- Ability to conduct site meetings regarding overall construction issues, problem resolution, progress of work, federal, state or local permitting agency inspections, and Baltimore County construction inspection.

3.2.1.3 The Construction Operations Manager shall be responsible for coordination and communication with the Program Manager and Senior Water Resources Engineer or other design staff as required.

3.2.1.4 All bidders shall submit with their bid resume(s) for each Construction Operations Manager on their staff. Licenses and Specialized Training Certificates must also be submitted.

3.2.2 Field Supervisor

3.2.2.1 A Field Supervisor under this contract shall be an individual with a minimum of six (6) years' experience in construction site supervision for environmental restoration activities including storm water management,

small pond and earth dam repair and maintenance, water quality retrofits and conversion, landscape installation, utility work, site grading, site stabilization, and erosion and sediment control. The Field Supervisor shall be responsible for all construction site activity and shall be on an active job site full-time.

3.2.2.2 The Field Supervisor must possess the following skills and qualifications including but not limited to:

- Construction site supervision
- Heavy equipment operation
- Ability to read and interpret environmental restoration design plans, storm water management, water quality, utility, grading, and landscape plans
- Ability to construct environmental restoration, utility, grading, landscape, and bioengineering work to the lines and grades as shown on a design plan
- Ability to supervise, efficiently schedule, direct and coordinate the work of all construction site personnel and equipment operators
- Ability to conduct site meetings regarding overall construction issues, problem resolution, progress of work, federal, state or local permitting agency inspections, and Baltimore County construction inspection.
- “Green Card” Holder - Maryland Department of the Environment Responsible Personnel Training for Erosion and Sediment Control
- Ability to understand the purpose of the construction activity and to construct commonly used structures to provide the intended function

3.2.2.3 The Field Supervisor shall be responsible for coordination and communication with the Construction Operations Manager and design, survey, and technical personnel as required.

3.2.2.4 All bidders shall submit with their bid resume(s) for each Field Supervisor on their staff. Licenses and Specialized Training Certificates must also be submitted.

3.2.3 Skilled Field Technician

3.2.3.1 A Skilled Field Technician under this contract shall be an individual with three (3) years of experience in stormwater retrofit and enhancement construction operations.

3.2.3.2 The Skilled Field Technician must possess the following skills and qualifications including but not limited to

- Construction and operations management
- Heavy equipment operation
- Ability to read and interpret environmental restoration design plans, storm water management, water quality, utility, grading, and landscape plans
- Ability to construct environmental restoration, utility, grading, and landscape work to the lines and grades as shown on a design plan
- Ability to supervise and direct the work of subordinate field personnel.
- Ability to conduct site meetings regarding overall construction issues, problem resolution, progress of work, federal, state or local permitting agency inspections, and Baltimore County construction inspection.

- “Green Card” Holder - Maryland Department of the Environment Responsible Personnel Training for Erosion and Sediment Control
- Pesticide and Herbicide Applicators License – Maryland Department of Agriculture
- Ability to understand the purpose of the construction activity and to construct commonly used structures to provide the intended function

3.2.4 Heavy Equipment Operator

3.2.4.1 A Heavy Equipment Operator under this contract shall be an individual with at least six (6) years’ experience operating heavy equipment, licensed to use and operate various heavy equipment including but not limited to an excavator, backhoe, loader, dump truck, bull dozer, skid loader.

3.2.4.2 The Heavy Equipment Operator must possess the following skills and qualifications including:

- Prior heavy equipment operation experience in the construction of stormwater management, water quality retrofit and conversion projects and general site construction.
- Ability to read and interpret environmental restoration design plans, utility, grading, and landscape plans
- Ability to construct environmental restoration, utility, grading, and landscape work to the lines, grades and tolerances as shown on a design plan
- Ability to supervise and direct the work of subordinate field personnel.
- Ability to understand the purpose of the construction activity and to construct commonly used structures to provide the intended function

3.2.5 Field Laborer

3.2.5.1 A Field Laborer under this contract shall have the ability to work on storm water maintenance and retrofit construction operations under the direction of the Construction Operations Manager, Field Supervisor and the Skilled Field Technician. The Field Laborer should be trained in soil stabilization practices, proper planting and maintenance of woody vegetation, proper installation of bioengineering techniques, safe chainsaw techniques, and use of basic hand tools and equipment.

3.2.6 Survey Chief

3.2.6.1 The Survey Chief under this Contract shall be a Professional Land Surveyor (PLS) registered in the state of Maryland with a minimum of six (6) years’ experience. The Survey Chief shall coordinate with the Program Manager and appropriate construction personnel to assure the most appropriate survey data is obtained and provided for use in the layout, construction property disputes, and as-built processes. The Survey Chief shall perform topographic, cross sectional, profile and detailed location survey work. The Survey Chief shall utilize a total station and data collection system compatible with CADD software systems.

3.2.7 Survey, Skilled Technician

3.2.7.1 The Skilled Survey Technician under this contract shall be skilled at survey work as described above and shall perform duties under the direction on the Survey Chief.

4. **LOCATION OF WORK AND EXISTING CONDITIONS.** The work sites are located at various County owned and/or occupied property within the boundaries of Baltimore County, Maryland.

5. **WORK HOURS AND DELIVERY OF MATERIALS.**

5.1 It shall be the Contractors' responsibility to see that all materials, tools, and equipment are delivered within or adjacent to the work area as specified by the County.

5.2 All work shall typically be performed Monday through Friday, 7:00 a.m. – 4:00 p.m. On occasion, weather-related delays may require work on Saturday and Sundays. If this occurs, no additional fees will be paid for work performed on weekends.

No work shall be performed on the following County holidays:

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	
Christmas Day	

5.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government and residents. Vehicles 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.

5.4 The Contractors are 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 damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Director of DEPS, or his designated representative at the Contractor's cost.

6. **EMERGENCY CALL-IN.**

6.1 In the event an emergency occurs, a DEPS representative will contact the Contractor's Program Manager. Contractor's Program Manager shall respond to a designated location within two (2) hours to assess the situation and along with the DEPS representative, provide a recommendation how to resolve the emergency. Crew members may be called-in to work on the situation.

6.2 The hourly labor rate for Program Manager and any mobilized crews and equipment cannot exceed twice the hourly rate bid for emergency work authorized by Baltimore County.

7. **CHANGES TO THE CONTRACT.** The Contractors will notify the EPS Project Manager 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 Contractors 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 Contractors 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.

8. **DEMOLITION AND DEBRIS REMOVAL.** The Contractors shall be responsible to remove all debris from the site and clean affected areas. The Contractors 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 Contractors shall leave all affected areas as they were prior to beginning work.
9. **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 with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.
10. **WARRANTY AND SERVICE.** All work performed under this contract shall be guaranteed for a minimum of one year after completion of work and acceptance by DEPS representative. Contractor must furnish with their bid proposal, the names and phone numbers of persons to contact in case of warranty or service problems.
11. **MATERIALS AND EXECUTION.**
 - 11.1 **Codes**
 - 11.1.1 All materials and workmanship shall fully comply with all Baltimore County codes and regulations, latest edition.
 - 11.1.2 All materials and workmanship supplied under this contract shall be under strict compliance with the specification bound herewith, and with the "Baltimore County Standard Specifications for Construction" dated February 2000, and subsequent addenda thereto, so far as the same may be applicable a copy of the same being on file in the Office of the County Executive, the Office of the Director of Public Works and the Bureau of Highways of Baltimore County. The General Conditions and Specifications Sections, are in addition to the County's Standard Specifications for Construction. In the event of a conflict between the two, see the General Conditions and Specifications Section and Standard Terms and Conditions for Request for Bid will take precedence.
 - 11.2 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.
 - 11.3 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.
 - 11.4 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 from 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.

- 11.5 When contacted by DEPS Director or his authorized representative, the Contractor shall physically report the to work site within the timeframe as mutually agreed upon between the Contractor and Director of DEPS or his authorized representative to complete a written quotation of the work to be performed. The Director of DEPS, or his authorized representative shall determine what equipment is needed and skill levels of workers and how many of each level shall work on any job under this agreement. The Director of DEPS, or his authorized representative, shall indicate the types and quantities of materials incorporated in the work and shall approve all sources of supply. All materials incorporated in the work must be approved by the Director of DEPS, or his authorized representative, prior to use on each job. Materials incorporated in the work that have not received prior approval by the Director of DEPS, or his authorized representative, shall be at the Contractor's expense and not paid for by Baltimore County. When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. All written quotations can be emailed to the DEPS representative on the delivery order

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. When approved, the Contractor will be given a Delivery Order by the Purchasing Division.

- 11.6 The Contractor cannot sub contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractor's work forces. The only exception to this requirement is for work not within the trade contracted by this agreement (i.e. rigging services, equipment and trucks and their operators etc.) or to achieve M/WBE Sub-contracting goals. For services outside 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 Contractors to the County. If the Director EPS or authorized representative in his/her sole judgement, suspects that the price for any sub-contractor's services is unreasonably high, the sub-contractor will be rejected. The Contractor must provide two other quotes for the sub-contracted services in question. If the lowest price for all three quotes is still too high, the Director EPS or the authorized representative in his/her sole judgement may elect to rescope the job choosing other means and methods to accomplish the same task.

For all authorized sub-contracting work, the Contractor must bid the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said contractors to the County.

- 11.7 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Director of DEPS, or his authorized representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.

12. TEMPORARY SUSPENSION OF WORK.

- 12.1 During the progress of any work, the Contractor may suspend work via written permission of the Director of DEPS, or his designated representative, wholly or in part, for such period or periods as the Director of DEPS 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 Director of DEPS, 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 Director of DEPS, or his designated representative. Any work performed without approval by the Director of DEPS, or his designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

13. GUARANTEES.

- 13.1 All plant materials furnished and installed under this contract shall be guaranteed for an 85% survival rate minimum period of two (2) years from the date of acceptance of the work by the County. The Contractor shall include the cost of maintenance in his/her price quotation.
- 13.2 The Contractor shall provide plantings maintenance (weeding and watering) as needed to achieve this survival rate. At a minimum, annual maintenance shall consist of manual suppression of vines and other invasive plants in a three (3) foot radius around each tree and shrub; one (1) foot radius around all other smaller plants. Herbicide, fungicide, and fertilizer applications may be allowed for plantings maintenance if prior approval is received from the Director of DEPS, or his designated representative. In addition, leaf litter mulch can be used for suppression of invasive plants for reforestation projects. After any planting is completed a program of watering shall be instituted that is sufficient to support proper plant growth and insure survivability. The frequency and duration of watering shall be dictated by the nature of the on-site soils and the amount of rainfall.
- 13.3 After completion of the work, these areas will be periodically inspected by DEPS representatives to ensure the survival of plant material as noted above.

14. MEASURE AND PAYMENT.

- 14.1 All labor is paid for by the hour. The contract labor pay items are for the following skills: Program manager, construction operations manager, field supervisor, skilled field technician, field laborer, heavy equipment operator, survey chief, and skilled survey technician. For all labor contract pay items paid by the hour, the Contractor shall not charge Baltimore County for travel time to and from the work site or workers' lunch breaks. Baltimore County shall pay only for actual work time on the job. The Contractor shall come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that he/she need materials or parts not anticipated in the original scope of work, he/she may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the County on that day.
- 14.2 All equipment and trucks are paid for by the hour. The contract equipment and truck pay items are as follows: Single axle dump truck, tandem (double) axle dump truck, rubber tire backhoe, bulldozer, excavator, skid loader, and bush hog mower mounted on tractor. The cost per hour for each piece of equipment shall include all fuel, vital fluids, parts, maintenance, repairs, and all items of cost needed to keep the piece of equipment in full operation. In lieu of mobilization pay items, the Contractor shall be paid for travel time to and from the job site from his yard up to one (1) hour each way. The Contractor shall also be paid for the heavy equipment operator for up to one (1) hour each way. Individual job tasks are difficult to predict, and therefore may require another type of heavy equipment of an equivalent nature. If this should occur, the equipment's cost per hour will be negotiated.

- 14.3 All materials incorporated in the work, both plant and non-plant, are paid for by the following formula: Cost times contract unit price multiplier (overhead and profit). The Director of DEPS, or his designated representative, shall approve all sources of supply. All materials required for this contract shall include but not be limited to plants, seed, mulch, fertilizer, stakes, sediment and erosion control measures, rock, sand, soil, filter cloth, herbicide, fungicide, etc.
- 14.4 All landscape debris (brush, grass, weeds, tree limbs, trunks, stumps, etc.) must be removed by the Contractor and disposed of at an approved landfill (applicable Federal, State and local regulations). Debris shall be paid on a tonnage basis (includes the cost of landfill tipping fees and the collection container, if used).
- 14.5 All costs of tools, supervision, materials, equipment, materials not incorporated in the work, and incidentals not covered by the contract pay items, but necessary to fulfill the contractual obligations of the scope of work, conditions and specifications, are incidental to all other contract pay items and not chargeable to the County by the Contractor.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, TERM AGREEMENT
Due Date: 01/04/17, Time: 3:00 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 certified Minority Business Enterprise? *Bidders must 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-1101
ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, TERM AGREEMENT
Due Date: 01/04/17, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 988-52 Program Manager, environmental landscaping, regular time, as specified.	640	Hour	\$ _____	\$ _____
2	COMMODITY CODE: 988-52 Construction Operations Manager, environmental restoration, regular time, as per specifications.	2,100	Hour	\$ _____	\$ _____
3	COMMODITY CODE: 988-52 Field supervisor, landscaping, regular time, as per specifications.	7,200	Hour	\$ _____	\$ _____
4	COMMODITY CODE: 988-52 Skilled Technician, environmental landscaping, regular time, as per specifications.	12,000	Hour	\$ _____	\$ _____
5	COMMODITY CODE: 988-52 Laborer, environmental landscaping, regular time, as per specifications.	100	Hour	\$ _____	\$ _____
6	COMMODITY CODE: 988-52 Heavy equipment operator, environmental landscaping, regular time, as per specifications.	7,360	Hour	\$ _____	\$ _____
7	COMMODITY CODE: 988-52 Survey Chief, environmental landscaping, regular time, as per specifications.	20	Hour	\$ _____	\$ _____
8	COMMODITY CODE: 988-52 Dump, single axle, minimum 8-10 ton capacity, as per specifications.	40	Hour	\$ _____	\$ _____
9	COMMODITY CODE: 988-52 Dump, tandem, as per specifications.	20	Hour	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, TERM AGREEMENT
Due Date: 01/04/17, Time: 3:00 P.M.**

PRICE SHEET PAGE 2 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
10	COMMODITY CODE: 988-52 Backhoe/Loader, rubber tire, min hp. 26 ft. extended hoe reach from rear axle center line, 2-foot hoe bucket width, 1 CY loader bucket, environmental landscaping, as per specifications.	75	Hour	\$ _____	\$ _____
11	COMMODITY CODE: 988-52 Skilled Survey Technician, environmental landscaping, regular time, as per specifications.	20	Hour	\$ _____	\$ _____
12	COMMODITY CODE: 988-52 Bulldozer, pat blade, min 90-hp & 9 tons, environmental landscaping, regular time, as per specifications.	70	Hour	\$ _____	\$ _____
13	COMMODITY CODE: 988-52 Excavator, track, min 15 ton, 100 hp, 30-ft reach & 20-ft depth, environmental landscaping, regular time, as per specifications.	6,350	Hour	\$ _____	\$ _____
14	COMMODITY CODE: 988-52 Loader, skid, min one-half CY bucket, environmental landscaping, regular time, as per specifications.	3,770	Hour	\$ _____	\$ _____
15	COMMODITY CODE: 988-52 Mower, brush hog, with tractor, 6-ft widecut, environmental landscaping regular time, as per specifications.	50	Hour	\$ _____	\$ _____
16	COMMODITY CODE: 988-52 Pump, water, 2 inch, with min 20-ft intake hose & 200-ft discharge hose, environmental restoration, as per specifications.	500	Hour	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, TERM AGREEMENT
Due Date: 01/04/17, Time: 3:00 P.M.**

PRICE SHEET PAGE 3 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
17	COMMODITY CODE: 988-52 Pump, water, 3-inch, with min 20-ft intake hose & 200-ft discharge hose, environmental restoration, as per specifications.	110	Hour	\$ _____	\$ _____
18	COMMODITY CODE: 988-52 Pump, water, 4-inch, with min 20-ft intake hose & 200-ft discharge hose, environmental restoration, as per specifications.	60	Hour	\$ _____	\$ _____
19	COMMODITY CODE: 988-52 Pump, water, 6-inch, with min 20-ft intake hose & 200-ft discharge hose, environmental restoration, as per specifications.	60	Hour	\$ _____	\$ _____
20	COMMODITY CODE: 988-52 Hopper spreader, tractor mounted, environmental restoration, as per specifications.	100	Hour	\$ _____	\$ _____
21	COMMODITY CODE: 988-52 Aeration Equipment, tractor mounted, environmental restoration, as per specifications.	10	Hour	\$ _____	\$ _____
22	COMMODITY CODE: 988-52 Herbicidal fertilizer applicator, as per specifications.	150	Hour	\$ _____	\$ _____
23	COMMODITY CODE: 988-52 Spreader, mulch (straw blower) attachment, environmental restoration, as per specifications.	25	Hour	\$ _____	\$ _____
24	COMMODITY CODE: 988-52 Truck with 50 CY trailer for woody debris, environmental restoration, as per specifications.	4,610	Hour	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1101
ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
RESTORATION SERVICES, TERM AGREEMENT
Due Date: 01/04/17, Time: 3:00 P.M.**

PRICE SHEET PAGE 4 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
25	COMMODITY CODE: 988-52 Compaction equipment, environmental restoration, as per specifications.	100	Hour	\$ _____	\$ _____
26	COMMODITY CODE: 988-52 Chipper, brush, environmental restoration, as per specifications.	220	Hour	\$ _____	\$ _____
27	COMMODITY CODE: 988-52 Trencher for split fence, environmental restoration, as per specifications	10	Hour	\$ _____	\$ _____
28	COMMODITY CODE: 988-52 Generator, power, environmental restoration, as per specifications	425	Hour	\$ _____	\$ _____
29	COMMODITY CODE: 988-52 Compressor, air, environmental restoration, as per specifications.	570	Hour	\$ _____	\$ _____
30	COMMODITY CODE: 988-52 Chain saw, environmental restoration, as per specifications	1,020	Hour	\$ _____	\$ _____
31	COMMODITY CODE: 988-52 Concrete saw, environmental restoration, as per specifications.	50	Hour	\$ _____	\$ _____
32	COMMODITY CODE: 988-52 Circular saw, environmental restoration, as per specifications.	10	Hour	\$ _____	\$ _____
33	COMMODITY CODE: 988-52 Materials, incorporated in the work, non-plant, environmental landscaping, cost x unit price multiplier (overhead and profit).	1	Mult	\$1. _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
 REQUEST FOR BID NO. B-1101
 ON-CALL STORM WATER MANAGEMENT SERVICES AND ENVIRONMENTAL
 RESTORATION SERVICES, TERM AGREEMENT
 Due Date: 01/04/17, Time: 3:00 P.M.**

PRICE SHEET PAGE 5 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
34	COMMODITY CODE: 988-52 Materials, incorporated in the work, plant, environmental landscaping, cost x unit price multiplier (overhead and profit).	1	Mult	\$1. _____	\$ _____
35	COMMODITY CODE: 988-52 Charges, dumping, landfill, landscaping debris, as per specifications.	100	Ton	\$ _____	\$ _____
36	COMMODITY CODE: 988-52 3-Ply Laminated Timber Mats (2 maximum).	15	Each	\$ _____	\$ _____
37	COMMODITY CODE: 988-52 Excavator, long reach.	240	Hour	\$ _____	\$ _____
38	COMMODITY CODE: 988-52 Concrete Pump truck.	100	Hour	\$ _____	\$ _____
39	COMMODITY CODE: 988-52 Concrete buggy.	100	Day	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____