REQUEST FOR BID NO. B-1373

UNIFORMS, UTILITY, COUNTY WIDE

Due Date: 6/14/19, Time: 3:00 PM
Pre-Bid Conference: 5/30/19, Time: 10:00 AM

Bid@baltimorecountymd.gov

IVY ROSIER, ASSOCIATE BUYER
PHONE: 410-887-3883

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)
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1. General Instructions for Solicitations

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

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

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

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

3. **Reservations**

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

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

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

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

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

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

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

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

4. **Delivery**

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

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

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

5. **Competition**

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

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

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

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

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

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

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

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or
preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

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

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

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

19.1 Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County’s satisfaction.

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

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

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

20. American Manufactured Goods Required for Public Works:

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

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

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.
BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

____________________________________________________________________________
____________________________________________________________________________.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer
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 debarred or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension]:

____________________________________________________________________________
____________________________________________________________________________.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

____________________________________________________________________________
____________________________________________________________________________.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;
(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I further affirm that:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I further affirm that:

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

Name: ______________________________________________________
Address: ______________________________________________________
____________________________________________________
(If none, so state).

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

J. CONTINGENT FEES

I further affirm that:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I further affirm that:

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

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a
genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

(1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
   a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
   b. If the services under the contract are anticipated to be performed outside the United States;
   c. Where the services will be performed; and
   d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose.
   [ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
   [ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
      i. The services will be performed in the following location: ___________________
      ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _________________________
      iii. ____________________________
M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

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

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

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

N. ACKNOWLEDGMENT

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

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

Date: __________________________  By: __________________________

Name: __________________________
Title: __________________________
(Authorized Representative and Affiant)
MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

___ The Business is a MBE___ or WBE ___

[___] Maryland State Department of Transportation (MDOT) #__________________________

[___] City of Baltimore #__________________________

[___] Name Other Jurisdiction: _____________________________#___________________

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

___ Minority Status

___ African American    ___ Hispanic American

___ Asian American     ___ Native American

___ Caucasian    ___ Women

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

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

Date: ________________________  By:___________________________________________

Name:
Title:
(Authorized Representative and Affiant)
**Taxpayer Identification Number (TIN) and Certification**  
(Substitute for IRS Form W-9)  
COMPLETE BOTH SIDES OF FORM

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

**SIDE 1**

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

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

2. Business name, if different from above

<table>
<thead>
<tr>
<th>Address</th>
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<tbody>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Remittance Address, if different from above</td>
<td></td>
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<tr>
<td>City</td>
<td>State</td>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Title</th>
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<tbody>
<tr>
<td>Phone Number</td>
<td>Fax Number</td>
</tr>
<tr>
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| 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>
<thead>
<tr>
<th>Social Security Number</th>
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**CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

**CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:**

<table>
<thead>
<tr>
<th>Filing Status (Ownership) (LLC is not acceptable)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Individual</td>
<td>Sole Proprietor</td>
</tr>
<tr>
<td>Corporation</td>
<td>Partnership</td>
</tr>
<tr>
<td>Other: (explain)</td>
<td></td>
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</tbody>
</table>

**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).

<table>
<thead>
<tr>
<th>Signature of U.S. Person</th>
<th>Date</th>
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</table>
# MBE / WBE Certification

<table>
<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification #: ___________________________</td>
<td>Certification #: ___________________________</td>
</tr>
<tr>
<td>Certification Date: _______ / _______ / _______</td>
<td>Certification Date: _______ / _______ / _______</td>
</tr>
<tr>
<td>Pending: __________________________________</td>
<td>Pending: __________________________________</td>
</tr>
</tbody>
</table>

# Business Ownership (Check Only One)

<table>
<thead>
<tr>
<th>G</th>
<th>Government Entity</th>
<th>O</th>
<th>Other: ____________________________</th>
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<tbody>
<tr>
<td>H</td>
<td>Disabled</td>
<td>P</td>
<td>Non Profit</td>
</tr>
<tr>
<td>MA</td>
<td>Minority-owned, Not small business</td>
<td>W</td>
<td>Woman-owned, Small business</td>
</tr>
<tr>
<td>M</td>
<td>Minority-owned, Small business</td>
<td>WA</td>
<td>Woman-owned, Not small business</td>
</tr>
<tr>
<td>NS</td>
<td>Non-minority-owned, small business</td>
<td>X</td>
<td>Woman-owned, Minority, Small business</td>
</tr>
<tr>
<td>NL</td>
<td>Non-minority-owned, Large business</td>
<td>XA</td>
<td>Woman-owned, Minority, Not small business</td>
</tr>
</tbody>
</table>

# Type of Business/Organization

<table>
<thead>
<tr>
<th>Association</th>
<th>Attorney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Entity</td>
<td>Educational Institution</td>
</tr>
<tr>
<td>Medical Service Provider</td>
<td>Non-profit Organization</td>
</tr>
<tr>
<td>Other: (explain)</td>
<td>Financial Institution</td>
</tr>
</tbody>
</table>

# 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: ___________________________
1. GENERAL REQUIREMENTS

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

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

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

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

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

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

2. INSURANCE COVERAGE

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.
Baltimore County, Maryland

Use of Minority Business Enterprises and Women’s Business Enterprises

in
County Contracts

MBE/WBE Plan Package

Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407

www.baltimorecountymd.gov/go/mwbe
@BaCoBiz4All
PROSPECTIVE BIDDERS/OFFERORS

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 to include FORM B-Prime (if MBE/WBE prime wishes to count towards the goal) must be submitted with the bid.
   a. All Forms must be completed and signed. However, FORM C 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 with initial bid submission. FORM B and FORM C (to include FORM C-Prime (if MBE/WBE Prime wishes to count towards the goal) identify the portion of the goal that will be met must be submitted with the proposed submission. In addition, complete, sign and submit FORM D and FORM E accompanied with all supporting documentation for the portion of the goal that will not be achieved as specified on FORM A.
   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. This MUST be submitted with the initial bid as specified on FORM A.
   c. All Forms must be completed and signed. FORM C and FORM D MUST be completed and properly signed by both the Prime AND the MBE/WBE subcontractor(s).

3. The MBE-WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) must be submitted within 10 days of bid opening to mwbe@baltimorecountymd.gov.

NOTE: The MBE/WBE subcontracting goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.
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 July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

Bidder/Offeror Responsibility: The bidder/offeror shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive’s Executive Order. All bidder/offerors shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors 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. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
   http://mbe.mdot.state.md.us/directory/search_select.asp

2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
   http://cityservices.baltimorecity.gov/mwboo/

BIDDER/OFFEROR’S ACTIONS

Seeking Firms: The bidder/offeror will seek commitments by subcontract or otherwise from MBE/WBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation goal for the County contract. However a MBE/WBE Prime that affirms its MBE/WBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies: A bidder/offeror 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 bidder/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror’s liaison to the County’s Minority Business Enterprise Unit.

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 DBE 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 firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.

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.

3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (Form E) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.

4. For DPW contracts, if the bidder/offeror 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/offeror 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/offeror by the proposed subcontractors and signed by all parties.

5. If the bidder/offeror’s proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offeror 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/offeror, 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/offeror, 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/offeror is unable to procure from MBE/WBE firms (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/offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror must submit the following information at the time bids are due:
BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror’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/offeror 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:** The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County’s rejection of the bid.

**Liquidated Damages** If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MBE/WBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MBE/WBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror’s Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, 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/offeror or the work may be re-advertised.

**Contract Breach:** If, after execution of a County contract, the 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 is appropriate on a case-by-case basis, in the County’s sole discretion.

**Approval Required for Changes:** Any and all changes to the MBE/WBE subcontractors or the type or amount of work to be performed by such 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.

**Cooperation in Reviews:** The bidder/offeror 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.

**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 misrepresented information, the contractor may be declared in breach of the contract and 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, 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.
PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

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

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

☐ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # ______________________

☐ City of Baltimore # ______________________

☐ Name Other Jurisdiction: ______________________ # ______________________

☐ The ownership of the Noncertified MBE/WBE business consists of ___% minorities and ___ % women (for a total of ____ %), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

<table>
<thead>
<tr>
<th>____% African American</th>
<th>____% Hispanic American</th>
<th>____% Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>____% Asian American</td>
<td>____% Native American</td>
<td>____% Disadvantaged (DBE)</td>
</tr>
</tbody>
</table>

☐ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce. MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.

☐ The prime ☐ anticipates ☐ does not anticipate utilizing subcontractors for ___% of the work of the contract requirements, of which it anticipates ___% will be MBEs and ___% will be WBEs.

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

Date: ________________________ By: ________________________

(Authorized Representative and Affiant’s Name and Title)
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 goal for solicitation #_____ is a minimum of ______%. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

- The goal breakdown is as follow:
  - _____% Minority/Women Prime
  - _____% for certified MBE-owned businesses and/or
  - _____% for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MBE/WBE solicitation 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)

1    ☐  Prime 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 will achieve the contract requirements. Submit a complete list of all additional subcontractors

   Or

2    ☐  After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime 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 will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

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

- Partial waiver of MBE/WBE subcontract participation:
  - _____% Minority/Women Prime
  - _____% for certified MBE-owned businesses and/or
  - _____% 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 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 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.
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 include the scope of services to be performed by the subcontractors accompanied with the following:
   (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.
   (c) Responses from MBE/WBE firms contacted to fulfill the goal.

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) (if applicable)

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 shall achieve. A fully executed Form C must match Form B.

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                                                                    Affiant Signature

_________________________________________  _______________________________________
Address                                                                                Printed Name & Title

_________________________________________  _______________________________________
Address (continued)                                                                    Date

E-mail address

December 14, 2018
# 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.

### Prime’s Name

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<tr>
<th>Prime’s Address, Telephone Number and Email</th>
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### Bid/Proposal Name and Number

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<th>Project Location</th>
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### Base Bid

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### 1. MBE/WBE Firm Name

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<th>MBE/WBE Firm Address</th>
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### MBE/WBE Firm Fax Number

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<th>☐ MDOT Certification ☐ Baltimore City Certification</th>
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### MBE/WBE Group Type

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<th>☐ (African American) ☐ (Women)</th>
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<td>☐ (Asian) ☐ (Hispanic)</td>
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<td>☐ (American Indian) ☐ (Other)</td>
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### NAICS Code(s), Work to be Performed and Subcontract Dollar Amount

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<th>Percent of Total Contract</th>
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### MBE/WBE Total Dollar Amount

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<th>Total MBE/WBE Percent of Entire Contract</th>
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### MBE or WBE Prime Participation:

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<th>Name/Date:</th>
<th>Total MBE or WBE Prime Participation:</th>
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### MBE/WBE Total Dollar Amount

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<th>Total MBE/WBE Percent of Entire Contract</th>
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### Form Prepared by:

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<th>Name/Date:</th>
<th>Total MBE/WBE Percent of Entire Contract</th>
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### Reviewed and Accepted by Baltimore County Minority Business Enterprise Office

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<th>Name</th>
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<th>Title</th>
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<th>Email:</th>
<th>Total MBE/WBE Percent of Entire Contract</th>
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December 14, 2018
PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

*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.

Provided that ____________________________ (Prime Contractor’s Name) with Certification Number __________ is awarded the County contract in conjunction with Solicitation No. ______________________, such MBE Prime Contractor intends to perform with its own forces at least $__________ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
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MBE PRIME CONTRACTOR

Signature of Representative: ____________________________________________________________

Printed Name and Title: _______________________________________________________________

Firm’s Name: _____________________________________________________________________

Federal Identification Number: __________

Address: _________________________________________________________________________

Telephone: _______________________________________________________________________

Date: __________________________________________________________________________

Certified □ Yes □ No

Certifying Jurisdiction _____________________________________________________________

MBE PRIME CONTRACTOR

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

☐ Disadvantaged
BALTIMORE COUNTY, MARYLAND
MBE/WBE DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)

*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.

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

Contract Name, Bid/Proposal Number: _____________________________________

Name of Prime: __________________________________________

Name of MBE/WBE Subcontractor: _________________________________________

________________________________________________________________________________

Print Representative Name, Title: _____________________________ Best Contact Information: _____________________________

☐ MDOT ☐ Baltimore City # _____________________________

Certification Number

1. NAICS Code(s), Work/Services to be performed by MBE/WBE Subcontractor: _________________________________________

2. Subcontract Amount: $ _________________________________________

3. Bonds - Amount and type required of Subcontractor if any: _________________________________________

4. MBE/WBE Anticipated Commencement Date: ___________ Completion Date: ___________

5. This MBE/WBE subcontract is __________ percent of the County contract cost:

6. This is a MBE-Owned Business Firm: Yes ______No ______

7. This is a WBE-Owned Business Firm: Yes ______No ______

***********************************************************************************************************************************************

The undersigned MBE/WBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime’s execution of a contract for the above referenced project with the Baltimore County, and provide a copy of the fully executed MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (Form C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor’s mobilization timeframe) within 10 working days of bid opening to mwbeg@baltimorecountymd.gov. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____________________________ Date: __________________

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: _____________________________ Date: __________________

Revised 5/13/2019
Baltimore County, Maryland

MBE/WBE Subcontractor Participation Notice of Intent to Award
(Form C-Subcontractor)

Please complete and submit one form for each certified MBE or WBE firm listed on the MBE/WBE participation schedule (Form B) accompanied with the anticipated work breakdown schedule (providing subcontractor mobilization timeframe) within 10 working days of bid opening. If the bidder/offeror fails to return this affidavit within the required time, the buyer may determine that the bidder/offeror is not responsible and therefore not eligible for contract award.

Provided that _________________________________________________ (Prime Contractor’s Name) is awarded the County contract in conjunction with Solicitation No. ______________________ , such Prime Contractor intends to enter into a subcontract with ______________________ (Subcontractor’s Name) committing to participation by the MBE/WBE firm ___________________ (MBE/WBE Name) with MDOT/Baltimore City Certification Number ___________ which will receive at least $___________ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
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<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
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Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the County may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE/WBE Subcontractor Participation Notice of Intent to Award (Form C-Subcontractor) Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the Baltimore County Use of Minority Business Enterprises and Women’s Business Enterprises in County Contracts, Executive Order 2017-003 and the State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
2. fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the certified Minority Business Enterprise in the performance of the Contract; or
4. pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

Prime Contractor
Signature of Representative:
__________________________________
Printed Name and Title:________________

Federal Identification Number: ______
Address: ____________________________
Telephone: _________________________
Date: _____________________________

Subcontractor
Signature of Representative:
__________________________________
Printed Name and Title:________________

Federal Identification Number: ______
Address: ____________________________
Telephone: _________________________
Date: _____________________________

5/13/2019
*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’S 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
   ___________________________________________ Title
   ___________________________________________ Date __________
Baltimore County, Maryland
MBE/WBE - Outreach Efforts - Compliance Statement
(Form E)

*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
To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: July 19, 2018

Subject: Compliance Reporting - Penalties

Baltimore County, Maryland (the “County”) requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe.

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

(a) For failure to file timely monthly reports:
   (i) Assessment of a late fee of $10 per day per task, up to a maximum of $1,500 per task; and/or
   (ii) For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.

(b) For failure to meet MBE/WBE requirements:
   (i) Assessment of a penalty of up to 10% of the contract value; and/or
   (ii) Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
   (iii) Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.
This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:
http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

If after contract expiration it has been determined the MBE/WBE firms named were not used, or were under used, by the contractor and supporting documentation was not provided and approved by the County, the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Cc: File
GENERAL CONDITIONS

1. SCOPE. It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase General County Utility Uniforms covered by this contract, which the County may require during the period of time specified. Approximately 1,000 County employees from (but not limited to) Utilities-Gilroy and Fullerton sites, Highways, Traffic Engineering Signal and Signs, Building Services, Solid Waste, Recycling, Recreation and Parks, Electronic Services and Fire Supply, will be supplied uniforms through this contract and the objective is to have a transition to on-line ordering within three (3) months of the contract start date. The quantities shown are approximate and are for the purpose of bid evaluation. The County reserves the right to order uniforms that may be required during the said period, and it also reserves the right not to order uniforms bid upon by the vendor, if it is found that such uniforms are not required by the County during the period covered by this contract. The potential exists to put additional items on the contract for online ordering as the need arises.

2. SUBMITTAL PROCESS.

2.1 To be considered, bids shall be submitted by the bid closing date and time to the following e-mail address: Bid@baltimorecountymd.gov. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division will not be accepted.

2.2 Bids arriving after the closing date and time will not be accepted.

2.3 After submitting your bid to Bid@baltimorecountymd.gov, and upon successful receipt thereof, the bidder will receive an auto-receipt. This receipt is proof that the bid has been received by Purchasing Division and should be retained for your records. If you do not receive an auto-receipt you must contact the Procurement Officer at 410-887-3883 prior to the closing date and time to verify that the Bid was received. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

2.4 As with any system, power outages or technology problems may arise that are outside the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of your bid.

2.5 The County reserves the right to waive minor irregularities in conjunction with Bids.

2.6 Solicitations are due by Friday, June 14, 2019 at 3:00 P.M.

3. TERM OF AGREEMENT.

3.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.

3.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
3.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

4. **PRICES.**

4.1 Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Unit prices quoted shall include uniform and performance specifications, delivery costs and charges, and the cost of manufacturing and sewing on County emblems (Attachment A) on all items with the exception of trousers and jeans. **The contractor must explicitly note exceptions that may affect the unit price.**

5. **METHOD OF AWARD.**

5.1 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.

6. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE):** The resulting minority and women business participation requirement for this contract is **10%.**

6.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County’s MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe) or you may contact the buyer on the solicitation.

6.2 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.

6.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

6.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under **Compliance Reporting for Prime and Sub-Contractors** at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe). The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime 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 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.

7. **BUY AMERICA APPAREL AND SAFETY EQUIPMENT.** The bidder hereby agrees that all apparel and safety equipment purchased will be and/or have been produced in the United States unless a waiver of these requirements is approved based on the following:

- The item is not manufactured or available for purchase in the United States or is not manufactured or available in reasonable quantities,
- The price of the item manufactured in the United States exceeds the price of a similar item not manufactured in the United States by an unreasonable amount, or
- The quality of the item manufactured in the United States is substantially less than the quality of a similar item not manufactured in the United States.

The bidder must be able to provide any certification or assurance of compliance with this paragraph or information necessary to support a waiver of these requirements, as required by Baltimore County.

8. **SAMPLES.**

8.1 All bidders may be required to furnish samples (upon request) for evaluation unless otherwise specified in this bid package.

- 8.1.1 If a bidder is offering the manufacturer and style number as specified in this bid package, a manufacturer’s authorization letter may be issued in lieu of a sample.
- 8.1.2 Baltimore County reserves the right to request samples of items, even if the bidder is offering the manufacturer and style number as specified.

8.2 Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer.

- 8.2.1 Samples furnished with deviations must be clearly marked.
- 8.2.2 If a furnished sample has a deviation, the bidder must supply the date a corrected sample will be available.

8.3 Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.

8.4 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.

8.5 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal of the samples.

9. **ORDERS – PROCUREMENT CARDS.**

9.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of Baltimore County. Specific quantities and delivery information
will be indicated on delivery orders. Each delivery order will refer to the master agreement number.

9.2 Orders under $1,000 will be placed by telephone, fax or in person by the using agency for such quantities to satisfy requirements of Baltimore County and shall be charged directly to the agency's procurement cards.

9.3 Orders exceeding $1,000 in total will be placed via delivery order by the purchasing agent. The purchasing agent may place this order using their procurement card.

9.4 Delivery orders issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

9.4 Within three (3) months of the contract start date, and according to the Service Specifications, orders may be placed on-line via secure Baltimore County web site which will be programmed and maintained by the successful vendor. On-line orders totaling $1,000.00 or less shall be charged directly to the agency's procurement card. On-line orders exceeding $1,000.00 shall be billed to a delivery order.

10. **COOPERATIVE PURCHASE.**

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

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

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

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

13. **ESCALATION.**

13.1 **IF DISTRIBUTOR:** All prices offered herein shall be firm against any increase for one (1) year from effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the vendor.
13.2 IF MANUFACTURER: All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

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

13.3 Baltimore County reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

14. DELIVERIES

14.1 Deliveries shall be made promptly. If deliveries are not made within thirty (30) days after receipt of order, the Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.

14.2 If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the vendor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating, which is considered in subsequent awards.

14.3 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

14.4 Deliveries will be shipped in boxes and will be packaged by employee or by garment type to be determined at the time of the order.

14.5 All deliveries must be made utilizing the least expensive shipping means (Ground shipping, USPS, UPS) to each delivery location.

15. PRE-BID CONFERENCE. A pre-bid conference will be held on Thursday May 30, 2019 at 10:00 am in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

16. QUESTIONS AND INQUIRIES; ADDENDA

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

16.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their bids. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

16.3 The deadline for written questions pertaining to this solicitation is Friday June 7, 2019.
17. **EVALUATION OF BIDS**

17.1 Evaluation of this bid will not be based on price alone. It is the bidders' responsibility to outline and summarize the services offered in direct response to both the Performance and Service Specifications of this bid. Award will be made to the offeror whose bid is most advantageous to the County.

17.2 Each bid will be placed in rank order by low bid (criteria #1). Only the first three (3) low bidders will be evaluated for criteria #2 thru criteria #4.

<table>
<thead>
<tr>
<th>Ranking Criteria Number</th>
<th>Ranking Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit price per garment. (First three (3) low bids)</td>
</tr>
<tr>
<td>2</td>
<td>Website capabilities accounts to include but not limited to, maintaining various units, various thresholds, administrative process and reporting.</td>
</tr>
<tr>
<td>3</td>
<td>Proposed order fulfillment process, return policy, minimum order process, and measurement policy.</td>
</tr>
<tr>
<td>4</td>
<td>References/Experience – Demonstrated ability to meet performance, services and uniform specifications.</td>
</tr>
</tbody>
</table>

18. **CONTRACTOR QUALIFICATIONS.**

18.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

18.2 Bidders/Offerors must provide at least two (2) references (names of contact persons, email address and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.

18.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The County also reserves the right to request a demonstration of the website offered to view functionality as per specifications listed in this solicitation. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

19. **COUNTY HOLIDAYS.**

- New Year's Day
- MLK, Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

- Columbus Day
- General Election Day (each even year)
- Veterans' Day
- Thanksgiving Day
- Christmas Day
20. **INSURANCE.**

20.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

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

20.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

21. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

21.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County’s Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the [Contractor/vendor] may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the [Contractor/vendor] for consideration. The [Contractor/vendor] may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: [http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html](http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html)

22. **ECONOMIC BENEFIT FACTOR.**

22.1 Examples of economic benefits to be derived from a contract shall include any, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

22.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

22.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses; and

22.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or
Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

22.2 Social Responsibility

22.2.1 Provide your firm’s policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

23. “SAMPLE” FORM CONTRACT

23.1 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.

23.2 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.

23.3 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.
<table>
<thead>
<tr>
<th></th>
<th>Fire Department</th>
<th>Address</th>
<th>City, State, Zip</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Arbutus VFD</td>
<td>5200 Southwestern Blvd, Arbutus, MD 21227</td>
<td></td>
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<tr>
<td>2</td>
<td>Bowleys Quarters VFD</td>
<td>900 Bowleys Quarters Rd, Baltimore, MD 21220</td>
<td></td>
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<tr>
<td>11</td>
<td>Jacksonville VFC</td>
<td>3500 Sweet Air Rd, Phoenix, MD 21131</td>
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<tr>
<td>21</td>
<td>Pikesville VFD</td>
<td>40 East Sudbrok Ln, Pikesville, MD 21208</td>
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<tr>
<td>3</td>
<td>Butler VFD</td>
<td>15019 Falls Rd, Butler, MD 21023</td>
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<tr>
<td>13</td>
<td>Lansdowne VFD</td>
<td>140 Laverne Ave, Baltimore, MD 21227</td>
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<tr>
<td>23</td>
<td>Reisterstown VFD</td>
<td>108 Main St, Reisterstown, MD 21136</td>
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<tr>
<td>4</td>
<td>Chestnut Ridge VFD</td>
<td>12020 Greenspring Ave, Owings Mills, MD 21117</td>
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<tr>
<td>14</td>
<td>Liberty Road VFD</td>
<td>10010 Liberty Rd, Randallstown, MD 21133</td>
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<td>24</td>
<td>Rosedale VFD</td>
<td>8037 Philadelphia Rd, Baltimore, MD 21237</td>
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<td>5</td>
<td>Cockeysville VFD</td>
<td>11212 York Road, Cockeysville, MD 21093</td>
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<td>15</td>
<td>Long Green VFC</td>
<td>4506 Long Green Road, Glen Arm, MD 21057</td>
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<td>25</td>
<td>Upperco VFD</td>
<td>5415 Arcadia Ave, Upperco, MD 21155</td>
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<td>6</td>
<td>English Consul VFD</td>
<td>2827 Michigan Ave, Baltimore, MD 21227</td>
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<td>16</td>
<td>Lutherville VFC</td>
<td>1609 Bellona Avenue, Lutherville-Timonium, MD 21093</td>
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<td>26</td>
<td>White Marsh VFD</td>
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<tr>
<td>7</td>
<td>Essex VFC</td>
<td>1449 Sussex Rd, Baltimore, MD 21221</td>
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<tr>
<td>17</td>
<td>Maryland Line VFD</td>
<td>21631 York Rd, Maryland Line, MD 21105</td>
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<td>27</td>
<td>Wise Avenue VFD</td>
<td>214 Wise Ave, Baltimore, MD 21222</td>
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<td>8</td>
<td>Glyndon VFD</td>
<td>4812 Butler Rd, Glyndon, MD 21071</td>
<td></td>
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<tr>
<td>18</td>
<td>Middle River Fire &amp; Rescue</td>
<td>1100 Wilson Point Rd, Baltimore, MD 21220</td>
<td></td>
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<td>28</td>
<td>Woodlawn VFD</td>
<td>6423 Windsor Mill Road, Baltimore, MD 21207</td>
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<td>9</td>
<td>Hereford Ambo VFD</td>
<td>901 Monkton Rd, Monkton, MD 21111</td>
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<tr>
<td>19</td>
<td>Northpoint-Edgemere VFD</td>
<td>7500 North Point Rd, Baltimore, MD 21219</td>
<td></td>
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<tr>
<td>29</td>
<td>Rehab 156 VFD</td>
<td>40 East Sudbrook Ln, Pikesville, MD 21208</td>
<td></td>
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<tr>
<td>10</td>
<td>Hereford Fire</td>
<td>510 Monkton Rd, Hereford, MD 21111</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Owings Mills VFD</td>
<td>10401 Reisterstown Rd, Baltimore, MD 21117</td>
<td></td>
</tr>
</tbody>
</table>
1. **ORDER FULFILLMENT PROCESS.** Provide a description of the process to receive, process, and ship/delivery orders to the county. Confirm the ability to accept procurement card orders for orders ranging in a threshold of $1000-$2500 and the processing of delivery orders greater than $1,000.00.

2. **RETURN POLICY.**
   
   2.1 Returns must have a resolution action within 48 hours (excluding weekends and holidays) of the receipt of the call. In situations that require a return of the product to the contractor, such as the wrong size or color delivered, call tags must be issued with 48 hours (excluding weekends and holidays) to the using agency. No substitutions will be accepted without prior communication with the ordering agency.

   2.2 Provide a description of your plan to handle returns.

3. **CUSTOMER SERVICE.** A dedicated customer service representative for the County must be available Monday through Friday, 8:00 am to 4:00 pm. Telephone calls or e-mails from the County regarding issues or complaints must have a response/resolution within 48 hours (excluding weekends and holidays). Provide the name, phone number of the individual who will be serving in this capacity. If there are any changes, Purchasing must be notified immediately. Consistency in customer service is essential for a successful contract. Excessive turnover in the customer service representative may result in termination of the contract.

4. **MINIMUM ORDERS.**
   
   4.1 In an effort to obtain the lowest possible cost, the County is willing to incorporate minimum order requirements into the contract resulting from this solicitation. A minimum order is for the type of garment only, the County reserves the right to mix sizes and colors in the order.

   4.2 Provide a statement of your policy on minimum orders if a minimum order policy will be necessary. If no minimum order policy is needed please indicate.

5. **MEASUREMENTS.**
   
   5.1 Provide on-site measurement services as required for County employees within a mutual agreed upon time frame which may include off business hours.

   5.2 Provide a description of your plan to handle measurements for uniforms.

   5.3 In lieu of measurement services, Baltimore County may request a size run of a particular item within a mutual agreed upon time frame.

6. **LABELING.** Garments shall be labeled identifying manufacturer, style number and size, as well as laundering instructions.

7. **DROP SHIPMENTS.** Under no circumstances will drop shipments be accepted.

8. **LOCATION.** The County desires the contractor awarded this bid to be within a 200-mile radius of Towson, Maryland. However, if your business is outside of the 200 mile radius and you bid on
this solicitation, you must clearly and convincingly document how you have successfully performed this type contract with the challenges of a similar distance.
1. **WEBSITE.**

1.1 The contractor must provide a secure internet-based web site for Baltimore County, which properly secures all information relating to the County’s account and transactions residing on their servers and systems. Data must be protected using industry standard practices for electronic commerce systems. Provide a description of the offered website, database management system and all capabilities available.

1.2 The contractor must have existing on-line ordering capability at the time a bid is submitted and accept on-line orders for garments awarded on this contract. On-line orders may be placed with procurement cards in an amount not to exceed a dollar threshold as determined by the County and the site must automatically prohibit any on-line purchases that would total an amount greater than the threshold determined by the County. The on-line purchasing functionality must be available from the contractor although the County may not require it for all users. The County will determine when this functionality is appropriate for use by County agencies.

1.3 The web site will include but not be limited to, garment description, commodity codes, and unit prices as awarded on this bid.

2. **DATA MANAGEMENT.**

2.1 The Contractor will program and maintain a database system. This system will need to allow for multiple units to maintain their own employees to include, but not limited to, ability to set thresholds for uniform item, quantity of items and dollars spent.

2.2 The database must be capable of producing customized reports easily converted to a Microsoft Excel format.

2.3 Baltimore County will own the data information accumulated and processed during the life of the contract. The contractor will provide to the County, at no charge, the computer files upon request and at the expiration of the contract. These files must be provided on media that is compatible with County computer systems.

2.4 Reports prepared for Baltimore County under this contract should be printed on recycled and recyclable paper printed on both sides. (Per Baltimore County Code, Sec. 15-91). Reports may be provided electronically.

3. **TRAINING/CERTIFICATIONS.**

3.1 Provide evidence of all related training and certifications for individuals who will provide technical support services to the County.

3.2 Provide a plan to orient and train Baltimore County employees to order on-line.
SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER’S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: ____________________________________________________________

ADDRESS: __________________________________________________________________________

(City) (State) (Zip Code)

TELEPHONE: ___________________________ FAX: ___________________________

SIGNED: ___________________________ DATE: ___________________________

PRINT NAME: ___________________________ TITLE: ___________________________

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

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

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

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

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

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