Baltimore County, Maryland
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

Request for Bid No. B-1523
Radio Tower Maintenance

Due Date: 07/16/20, Time: 2:30 PM
Pre-Bid Conference: 06/25/20, Time: 10:00 AM

Bid@Baltimorecountymd.gov

Gabby Johnson, Staff Buyer
Phone: 410-887-2241

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

Bidder Check List

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

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope-carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.
2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

5. Competition

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

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

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

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

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

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

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

6. Terminations

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

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

8. Minority/Women’s Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or Subcontractor. In accordance with the Executive Order 2017-003 dated July 27, 2017, “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.” Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. 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 to 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 or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at http://www.dat.state.maryland.gov/businesses/Pages/default.aspx. If you need additional assistance call (410) 767-1184.

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.
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

____________________________________________________________________________
____________________________________________________________________________.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer
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 $200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of (Insert State Name): __________________________

(2) The Business is a (please select one):
   □ Corporation
   □ Partnership
   □ Limited Liability Company
   □ Limited Liability Partnership
   □ Sole Proprietor
   □ Other: __________________________
   (If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?
   □ Yes   □ No
   a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? □ Yes   □ No
   b. Registered Agent as shown in SDAT:
      Name: ______________________________________________________
      Address: ______________________________________________________
      ______________________________________________________
   c. If not, is the business in good standing in the formed in State of origination? □ Yes   □ No

(4) Except as validly contested, has the Business paid, or arranged for payment of, all taxes due the State of Maryland and Baltimore County, and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and paid all withholding taxes due the State of Maryland prior to final settlement?
   □ Yes   □ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to Subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:

a. Whether the Business or any Contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
b. If the services under the contract are anticipated to be performed outside the United States;
c. Where the services will be performed; and
d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (You must check one of these)
[ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
[ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
   i. The services will be performed in the following location:
   ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s):

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:
   i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article; or
   ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

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

N. ACKNOWLEDGMENT

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

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

Date: ________________________  By: ___________________________________________
   Name: ________________________________
   Title: ________________________________
   (Authorized Representative and Affiant)
First Source Hiring Agreement Overview

What is First Source Hiring?

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 intent of First Source is to connect these individuals with new jobs that are generated by the County’s investment in contracts or public works; or by business activity that requires approval by the County’s Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of $100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development’s (DEWD’s) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates. Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County’s workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
I’d like to participate in First Source Hiring…Where do I start?

Step #1: Register your business with the Maryland Workforce Exchange. This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over $100,000 are required to project the number of job openings they expect during the contract period. After registering your business with Maryland Workforce Exchange, complete the First Source Hiring Description Form and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your First Source Hiring Description Form via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:
Businesses that qualify are asked to post their openings with Baltimore County’s First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County’s workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

______________________________          ________________________________
Company Name                                                              Contact Name

______________________________          ________________________________
Company Address                                                              City, MD

______________________________          ________________________________
E-mail Address                  Telephone

______________________________                  _______________________________
Acknowledgment Signature                                                        Date
**Taxpayer Identification Number (TIN) and Certification**

(Substitute for IRS Form W-9)

**COMPLETE BOTH SIDES OF FORM**

**Baltimore County, Maryland**

Office of Budget and Finance

400 Washington Avenue, Room 148

Towson, Maryland 21204

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

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**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 their 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>
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<tr>
<td>Remittance Address, if different from above</td>
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<tr>
<td>City</td>
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<tr>
<th>Contact Person</th>
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<td>Title</td>
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<tr>
<th>Phone Number</th>
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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.

**Social Security Number**

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**Employer Identification Number**

|   |   |   |   |   |   |

**CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

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

Filing Status (Ownership) (LLC is not acceptable)

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Other: (explain)

**CERTIFICATION:**

Under penalties of perjury, I certify that:

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

Signature of U.S. Person

Date
**MBE / WBE Certification**

<table>
<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
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<tbody>
<tr>
<td>Certification #: _____________________________</td>
<td>Certification #: _____________________________</td>
</tr>
<tr>
<td>Certification Date: _____ / _____ / _________</td>
<td>Certification Date: _____ / _____ / _________</td>
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<tr>
<td>Pending:____________________________________</td>
<td>Pending: ___________________________________</td>
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**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>
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<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>
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**Type of Business/Organization**

<table>
<thead>
<tr>
<th>Association</th>
<th>Attorney</th>
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<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>
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</tbody>
</table>

**Ethnicity of Ownership (Check Only One)**

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<tr>
<th>A</th>
<th>Asian American</th>
<th>I</th>
<th>American Indian/Alaskan Native</th>
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<tbody>
<tr>
<td>B</td>
<td>African American</td>
<td>N</td>
<td>Non-minority</td>
</tr>
<tr>
<td>H</td>
<td>Hispanic American</td>
<td>O</td>
<td>Other Ethnic Group:</td>
</tr>
</tbody>
</table>

**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 as an additional insured.

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

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

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

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

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

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

2.2 Automobile Liability Insurance

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

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

2.3 Workers' Compensation and Employers' Liability Insurance

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

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

1.1 The purpose of this request is to obtain a Contractor capable of inspecting and maintaining the Baltimore County radio towers, and attachments, to the highest standards possible and to prolong the life of said towers by performing quality preventive maintenance, as well as providing quality and expert repair of unforeseen failures at the best possible value to the County. All work is to meet or exceed guidelines set forth by the FAA and FCC, as well as local, state, and manufacturer's guidelines.

1.2 Reliable and expeditious service to the County is a key factor in maintaining the County's Public Safety Communications sites and associated components. Contractors that wish to bid on this agreement should be able to prove their maintenance success with other equivalent tower structures to the satisfaction of the County. Included with this verification shall be a minimum of three (3) references of past or present business customers, including customer address, phone number, and contact person.

2. TERM OF AGREEMENT.

2.1 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.

2.2 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.

2.3 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.

3. PRICES.

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

4. AWARD – MULTIPLE AWARDS/PRIMARY AND SECONDARY

4.1 The maximum number of awards to be made under the proposal is stated in the solicitation. The first award will be made to the primary Contractor; the lowest responsive and responsible bidder, the secondary to the 2nd responsive and responsible bidder.

4.2 The County will, on a project-by-project basis, utilize services from only the primary Contractor unless said primary Contractor cannot supply the services within a specified period of time. If the primary Contractor cannot provide the needed services at the time of the request, the secondary will be solicited, and so on.
4.3 In addition, the County reserves the right to award individual jobs on a specific rotation basis, based on demonstrated areas of experience and expertise, or based on job location.

4.4 In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

5. **PRICE ESCALATION**.

5.1 All unit 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.

5.2 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.

5.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for # days from the date of the increase.

6. **MAINTENANCE**

6.1 **INSPECTION.** Contractor shall be required to make an annual inspection of all listed tower sites within six (6) months after the award of the contract and on an as needed basis throughout the term of the agreement. The following items shall be inspected by the Contractor; however, tower inspections shall not be limited to just this list. Other items found to be deficient will be noted on the required inspection report.

6.1.1 Check all structural bolts, tower attachments, antennae support, antennae, microwave dishes and support hardware, transmission lines, wave guides, cable ladders, cable bridges, safety climb cable and repair same as necessary.

6.1.2 Check all lighting cables and conduits. Replace any defective clamps or bulbs as required.

6.1.3 Physically check all above ground grounding systems. Replace grounding clamps, straps, or defective CAD welded connections as required.

6.1.4 Clean and zinc coat spray any rusted metal surfaces which are part of the towers, antenna mounts, guy cables and hardware, fences and gates. Barbed wire surfaces are an exception to this requirement.

6.1.5 Check the safety wire on turnbuckles and repair/replace as necessary.

6.1.6 Check all hoisting rigs for rust or corrosion and repair as necessary. Check and tighten safety climb cable if necessary.

6.1.7 Complete and submit inspection reports as described within.

6.1.8 Physically check all feed lines and jumper cable connections for tightness and
water seal. Any connector that is not sealed properly or show signs of advanced deterioration, must be cleaned, tightened and sealed as part of this contract.

6.1.9 Check all feed lines for proper grounding and install new grounding kits if required.

6.1.10 Inspect all structural members for bends, cracks, weld fatigue, rust and stress or lightning damage.

6.1.11 Inspect all Radom surfaces for holes, cracks, or excessive weather fatigue to fiberglass surface. Problems found with these items should be reported as soon as possible along with proposed remedies to correct the situation.

6.1.12 Inspect all guy wires and hardware. Guy wires will be checked for rust, corrosion, or pitting and guy tension measured. Recommendations must be submitted for correction of these items.

6.1.13 Tower plumb shall be checked on an annual basis and noted. Tower plumb annual inspection and report will be completed during the first six months of contract.

6.2 WORK PROCEDURES FOR INSPECTION

6.2.1 Tower and Feed Line Ground

6.2.1.1 All above ground tower, guy wire and feed line shall be inspected and replaced where required. Braided ground shall not be used under any circumstances.

6.2.1.2 All connections shall be made using exothermic welding or made with an approved clamp of the proper size that has been securely fastened and applied. Any connections made with clamps shall be coated with a corrosive resistant material to prevent premature metal reaction.

6.2.2 Tower Lamps

6.2.2.1 Strobes and LED’s shall be repaired using the manufacturer recommended procedures upon failure.

6.2.2.2 All marker light outages shall be repaired within ten (10) days from the date of notification by ES personnel.

6.2.3 Lighting Controls

6.2.3.1 The Contractor shall be responsible for maintenance and repair of the electronic lighting control systems used on all towers. This includes the dual lighting system in use at the Arcadia and Route 439 sites, or any other site that the County upgrades during the term of this contract.

6.2.3.2 All lighting controls shall be repaired within ten (10) days from the date of notification by ES personnel.

6.2.4 Inspection Report

6.2.4.1 The Contractor must complete an inspection report for each tower’s inspection. A copy of the report is attached. Invoices for inspection shall not
be paid unless all the inspection reports are completed to the satisfaction of the Chief, ES (410-887-1878), or his designated representative, and must be provided to the Chief within thirty (60) days after completion of the physical inspection.

6.2.4.2 Included with the report as described in Section 6.2.4.1 shall be time and date stamped photographs of antennas, dishes, mounts, etc. The interior of all tower top amplifiers will be photographed. In addition, any item that requires repair must be photographed. Photographs shall clearly identify the problem. If the photos are unclear, fail to identify the problem, or are in any way unsatisfactory to the Chief of ES (410-887-1878), or his designated representative, the Contractor, at no additional cost to the County, will re-photograph the affected area and resubmit to the Chief of ES.

6.2.4.3 Each tower site inspection will have its own electronic file where the report and photographs will be neatly placed and in an orderly fashion. All photographs shall be labeled with the elevation and description of the equipment photographed. Each file folder shall be labeled with the site name and date the inspection occurred.

6.2.4.4 Reports and photographs in digital format will be provided on a CD, DVD, or USB flash drive.

6.3 INSPECTION REPAIRS, EMERGENCY REPAIRS AND ENHANCEMENTS / ADDITION OF EQUIPMENT

6.3.1 Any cost estimate for the repair, modification, or installation of additional equipment, exceeding $2,500.00, may, at the discretion of the County, be re-bid for that repair, modification or installation. If the resulting bid is awarded to another Contractor, the Contractor of this agreement shall inspect all work after completion and submit an inspection report as described in Section 6.2.4.

6.3.2 All repairs resulting from the annual inspection, all emergency repairs during the term of this agreement, and any additional equipment installations that are awarded to the holder of this agreement, shall be authorized by Electronic Services who will instruct the Contractor as to what items are to be installed or repaired and in what time frame the repairs or modifications are to be completed. All work will be performed on a time and material basis. All work will be documented and photographed with date and time stamp and a final report provided to the County.

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

6.3.3.1 Regular hours - Monday through Friday, 8:00 a.m. – 4:00 p.m.

6.3.3.2 Overtime hours – Monday through Friday, 4:00 p.m. – 8:00 a.m. and Saturday, Sunday, or the following holidays, any hour day or night.

- New Year’s Day
- Columbus Day
- MLK, Jr. Birthday
- General Election Day (each even year)
- Presidents’ Day
- Veterans’ Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Labor Day
6.3.3.3 It shall be the Contractor’s responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the County.

6.3.3.4 The Contractor shall be available 24 hours a day 7 days a week for emergency reporting and response. Upon notification that the work to be performed is an emergency, the Contractor must respond by phone within 30 minutes and physically report to the site within 4 hours.

6.3.4 For all work performed by the Contractor, excluding emergency repairs, the Contractor shall submit a written estimate (proposal). Included in the proposal shall be estimated labor and material costs, a brief description of the repair, and the tower location. Email the proposal to the Chief of ES at rbohn@baltimorecountymd.gov, or his designated representative. Repairs found to be needed during inspection, and which are deemed by the Contractor to be of an emergency nature, shall include a photograph of the problem as described in section 6.2.4.

6.3.4.1 The Contractor shall not be entitled to any additional compensation for the time expended in providing cost estimates.

6.4 WORK PROCEDURES

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

6.4.2 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, FAA, FCC, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations. All work shall be performed by persons that are certified as an Authorized Climber. Additional certifications in Climber Rescue are preferred but not required.

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

6.4.4 The Contractor must physically report to the work site within twenty-four (24) hours of written or verbal notification by the Chief of ES, or the authorized representative to complete a written or verbal quotation of the work to be performed. If the Chief of ES, or the authorized representative tells the Contractor that the work to be performed is an emergency, the Contractor must physically report to the site within four (4) hours and phone in a quotation to the Chief of ES, or the authorized representative.
6.4.4.1 For all emergency repairs and additional equipment installations, ES will request that the Contractor meet an ES representative at the tower site. For emergency repairs, response time to the job site shall be no more than four (4) hours from the time an emergency is reported. For non-emergency work, a response time of no more than twenty four (24) hours is required. For inspection repairs, since the Contractor has already inspected the tower, an additional site visit is not required for follow-up inspections prior to rendering repairs.

6.4.5 When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. The Chief of ES, or the authorized representative, shall stipulate whether the Contractor will quote prices for regular time, overtime, or a combination thereof. The Chief of ES/T, or the authorized representative, will inform the Contractor to perform the work during normal working hours or a combination of normal and after work hours. The Contractor shall only work overtime when specifically requested to do so.

6.4.5.1 Final dimensions of fabricated materials or mountings shall be determined at the site by the Contractor prior to the construction or repair. The calculations of all dimensions for said work shall be the Contractor’s responsibility.

6.4.5.2 The estimated completion schedule shall be plainly noted on the estimate. Labor personnel used for the work will be restricted to those specified in the Contractor’s written proposal. If additional personnel are required, prior approval is required from the Chief of ES or his authorized representative.

6.4.5.3 The Chief of ES, or the authorized representative shall determine what skill levels of workers and how many of each level shall work on any job under this agreement. The Chief of ES, or the authorized representative, shall indicate the types and quantities of materials incorporated in the work and shall approval all sources of supply. The Contractors shall itemize each type of material on their estimate, listing the quantity unit price, and extended price. The total mark-up shall be listed separately. If the Chief of ES, or the authorized representative, in his/her sole judgement, suspects that the price for any itemized material is unreasonably high, the source of supply will be rejected. The Contractor must provide two other quotes for the material in question. If the lowest price for all three quotes is still too high, the Chief of ES, or the authorized representative in his/her sole judgement, may elect to re-scope the job, choosing other materials and methods to accomplish the same task. All materials incorporated in the work must be approved by the Chief of ES, or the authorized representative, prior to use on each job. Materials incorporated in the work that have not received prior approval by the Chief of ES, or the authorized representative, shall be at the Contractor’s expense and not paid for by Baltimore County. When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. For emergency work, the Contractor shall phone in the estimate. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. For regular work, e-mail the estimate to the Chief of ES at rbohn@baltimorecountymd.gov, or his authorized representative. Repairs found to be needed during the inspection, and
which are deemed by the Contractor to be of an emergency nature shall include a photograph of the problems as described in Section 6.2.4.

When approved, the Contractor will be given a verbal Notice To Proceed or a delivery order by the Chief of ES, or the authorized representative. Each verbal Notice To Proceed shall be confirmed by email written request or a delivery order. When emergencies occur, the Contractor shall call in the price quotation to the Chief of ES, or the authorized representative, who, in turn, shall give the Contractor the verbal Notice To Proceed. The Contractor shall commence emergency work immediately.

6.4.6 For all non-emergency work, once the Contractor has received the verbal Notice To Proceed or delivery order, the Contractor has ten (10) calendar days to mobilize at the job site and begin work.

6.4.7 The Contractors cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractors’ work forces. The only exception to this requirement is for work not within the trade contracted by this agreement (i.e. painting, etc.) or to achieve M/WBE participation goals. For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the sub-Contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractors to the County. Baltimore County shall reimburse the Contractors for their costs for the sub-Contractor’s labor and material. No additional mark-ups (i.e. overhead and profit) or charges will be allowed. If the Chief of ES, or the authorized representative, in his/her sole judgement, suspects that the price for any sub-Contractor’s services is unreasonably high, the sub-Contractor will be rejected. The Contractor must provide two other quotes for the sub-contracted services in question. If the lowest price for all three quotes is still too high, the Chief of ES, or the authorized representative, in his/her sole judgement, may elect to re-scope the job, choosing other means and methods to accomplish the same task.

6.4.8 The cost of all travel means (trucks, fuel, lubricants, vital fluids, maintenance, repairs) and any and all required equipment and tools shall be incidental to all other pay items. The Contractor shall not charge Baltimore County for travel time to and from the work site or workers’ lunch breaks. Baltimore County shall pay only for actual work time on the job. The Contractor shall; come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that they need materials or parts not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the County on that day. Baltimore County will not pay for additional climbs or labor hours for tools or materials that are dropped or not on the job site at the commencement of work.

6.4.9 The Contractors' invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, used, and a complete description of work performed, location, and date. Accompanying their invoices the Contractors must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked. The original work orders must be two-copied and must be signed by the Baltimore County contact person at the job site. One copy should be given to that contact person and one retained for the Contractor's files. The Contractor's mechanics shall sign-in
and sign-out on their work orders showing actual time of signing. All materials shall be listed on the work order. In most cases, Baltimore County will provide the Contractor with blank work order forms at each job site. At any work sites where the County does not supply the blank work order forms, the Contractor must provide these work order forms.

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

6.4.11 All work shall be measured and paid on a time and materials basis. Included in the labor rates are small tools, powered and non-powered.

6.4.12 The County shall not pay for Contractor’s lack of manpower to render any repair. It is the Contractor’s responsibility to provide adequate manpower and material to effectively repair any item and assume financial responsibility for not have the proper material and/or manpower on site to render a complete job.

7. TEMPORARY SUSPENSION OF WORK.

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

8. TOWER SITE LOCATIONS AND INSPECTION REPORT.

8.1 See Attachments A and B for tower site locations and inspection report.

9. INSURANCE.

9.1 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.

9.2 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.
9.3 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.

10. PERMITS

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

11. MATERIAL SAFETY DATA SHEET.

11.1 If the product herein described contains any ingredient or if the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Division, Room 148, Courthouse, 400 Washington Avenue, Towson, MD 21204-4665.

12. QUESTIONS AND INQUIRIES; ADDENDA. Any inquiries relative to this solicitation should be directed to Gabby Johnson, Staff Buyer, Baltimore County Purchasing Division, 410-887-2241, or at gjohnson@baltimorecountymd.gov.

12.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFB, addenda will be posted on the web site at www.baltimorecountymd.gov/purchasing. Please contact the Buyer for WebEx information.

12.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. 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.

12.3 The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.

13. APPROVAL OF WORK

13.1 With regard to this proposal, the Chief of Electronic Services (ES) (410-887-1878), or his designated representative, will determine acceptability of all work performed. If the work is not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Chief of ES, or his designated representative, the Contractor will effect repairs to deficient work in accordance with a schedule jointly agreed upon. Contractor shall provide a complete, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County shall govern. It is conditioned that the Contractor complies in all aspects with the terms, conditions, and obligations of the agreement and their obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Chief of ES, or his designated representative, for explanation of procedures. The Contractor must investigate and report on any complaints that might arise in connection with the use of their materials and supplies.
14. **PROPERTY PROTECTION AND SITE CONDITION.**

14.1 It shall be the sole responsibility of the Contractor performing these installations to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, or equipment. It shall be the Contractor’s responsibility to see that materials are delivered within or adjacent to the work area as specified by the County. Baltimore County also assumes no responsibility for materials damaged in transport from the Contractor’s storage facility to the job site.

14.2 The Contractor shall be responsible for removing all debris from the site and cleaning affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work, and as work progresses, or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to the beginning of work.

14.3 The Contractor shall be solely responsible for any items dropped from a tower and the affected areas.

15. **PRE-BID CONFERENCE.**

15.1 A pre-bid conference will be held on Thursday, June 25, 2020 at 10:00 a.m. via WebEx. Please contact the Buyer for WebEx information. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

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

16. **COOPERATIVE PURCHASE.**

16.1 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.

16.2 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.

17. **CONTRACT APPROVAL.**

17.1 The Baltimore County Council must approve and sign the contract resulting from this solicitation. This process typically takes eight (8) weeks from the date the successful Contractor is identified. In order to keep the procurement moving, a link to the sample standard contract is noted below for review as part of this solicitation. Exceptions, if any, to the County’s standard contract must be noted in your proposal submission to be considered during evaluation of the bids or proposals. Exceptions to the County’s standard contract may result in rejection of your bid or proposal.
18. **“SAMPLE” FORM CONTRACT**

18.1 A sample of the County's form contract may be found on the Baltimore County website at [www.baltimorecountymd.gov/purchasing/currentsolicitations](http://www.baltimorecountymd.gov/purchasing/currentsolicitations). The vendor’s submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor’s acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor’s bid response.

18.2 If the vendor 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.

18.3 All vendors 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.

19. **ELECTRONIC SUBMITTAL PROCESS.**

19.1 The cost of preparing Bids is the responsibility of Bidders.

19.2 To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

19.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.

19.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder’s email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is 1 of 2, 2 of 2, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

19.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder’s records. In the case of a bid submitted in multiple parts as described in 19.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

19.5 As with any system, power outages or technology problems may arise that are outside of 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 any Bid.

19.6 The County reserves the right to waive minor irregularities in conjunction with Bids.
20. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

20.1 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)

21. **MWB/WBE and/or ECONOMIC BENEFIT FACTOR.**

21.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, 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:

21.1.1 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;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

21.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

21.1.3 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, and

21.1.4 Provide your firm’s policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.
22. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE).** The resulting minority and women business participation requirement for this contract is 0%.

22.1 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.

22.2 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.

22.3 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.

22.4 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](mailto:mwbe@baltimorecountymd.gov) or call 410-887-3407.
## Baltimore County Tower Sites Requiring Inspections

### ATTACHMENT A

**Repairs, Annual Inspections, and Reports**

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Tower Type</th>
<th>Structure AGL (ft.)</th>
<th>Maryland Physical Address</th>
<th>FAA Tower Marking and Lighting</th>
<th>Tower Owner</th>
<th>Requires Counties Inspection</th>
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<tr>
<td>1</td>
<td>Allender</td>
<td>Self Supporting</td>
<td>291 6301 Days Cove Road</td>
<td>White Marsh 21162</td>
<td>Paint Red/White + Red LED</td>
<td>BaltCo</td>
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<td>2</td>
<td>Arcadia</td>
<td>Guyed</td>
<td>600 16050 Carnival Avenue</td>
<td>Upperco 21155</td>
<td>Galvanized + Red LED &amp; Hi-Intensity Strobes</td>
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<td>Courthouse - North</td>
<td>Monopole on Roof</td>
<td>80 401 Bosley Avenue</td>
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<td>Courthouse - South</td>
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<td>80 401 Bosley Avenue</td>
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<td>12</td>
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<td>Self Supporting</td>
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<td>20</td>
<td>Padonia Road</td>
<td>Monopole</td>
<td>170 1025 Padonia Road</td>
<td>Cockeysville 21030</td>
<td>Galvanized &amp; No Lighting</td>
<td>BaltCo</td>
</tr>
<tr>
<td>21</td>
<td>Seminary Park</td>
<td>Monopole</td>
<td>150 1412 Burton Avenue</td>
<td>Lutherville 21093</td>
<td>Galvanized &amp; No Lighting</td>
<td>BaltCo</td>
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</tbody>
</table>

**Repairs Only**

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Tower Type</th>
<th>Structure AGL (ft.)</th>
<th>Maryland Physical Address</th>
<th>FAA Tower Marking and Lighting</th>
<th>Tower Owner</th>
<th>Requires Counties Inspection</th>
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<tbody>
<tr>
<td>22</td>
<td>Essex</td>
<td>Building</td>
<td>127 21237</td>
<td>None</td>
<td>CCBC</td>
<td>No</td>
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<tr>
<td>23</td>
<td>Hereford</td>
<td>Self Supporting</td>
<td>340 21111</td>
<td>N/A - State Responsibility</td>
<td>State</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>Kingsville</td>
<td>Self Supporting</td>
<td>450 21087</td>
<td>N/A - State Responsibility</td>
<td>State</td>
<td>No</td>
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<tr>
<td>25</td>
<td>MEMA</td>
<td>Monopole</td>
<td>5401 Rue St. Lo Drive</td>
<td>Reisterstown 21136</td>
<td>State</td>
<td>No</td>
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<tr>
<td>26</td>
<td>Warren Road</td>
<td>Self Supporting</td>
<td>330 21030</td>
<td>N/A - State Responsibility</td>
<td>State</td>
<td>No</td>
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</table>

4/10/2015
ATTACHMENT B - TOWER INSPECTION REPORT
BALTIMORE COUNTY MARYLAND
DEPARTMENT OF INFORMATION TECHNOLOGY
ELECTRONIC SERVICES

RADIO TOWER INSPECTION SPECIFICATIONS
1. SITE PLAN

1.1 Indicate the tower layout relative to North; include relationship of equipment shelter and transmission line entry into shelter.

1.1.1 Self Supporting Tower - show site view and assign legs a letter designation.

1.1.2 Guyed Tower - show site view and assign anchors & legs a letter designation.
2. **TOWER ELEVATIONS**

2.1 Indicate tower height above ground.

2.2 Indicate locations of all antennas, antenna mounting brackets, microwave dishes, transmission line sizes to each antenna. This information shall show the tower face/leg each antenna is attached to and include the antennae azimuth relative to north.
3. TOWER STRUCTURE

3.1 General conditions?

3.2 Are any loose bolts present?

3.3 Are any damaged members present?

3.4 Are signs of unusual stress or vibration present?

3.5 Any missing members?

3.6 Are climbing ladders, platforms and safety equipment secure?

3.7 Structural Members

3.7.1 Spot check at least ten (10) bolts on vertical tower members at intervals of approximately twenty-five (25) feet apart on all tower faces.

☐ ☐

3.7.2 Record the number of bolts and/or nuts that were found missing.

☐ ☐

3.7.3 Record the percentage of bolts that were checked and found to be loose.

☐ ☐

3.7.4 Inspect structural members for fractures, bends and defective welds.

☐ ☐

3.7.5 Ensure the tightness of tower base anchor bolts.

☐ ☐

3.7.6 Inspect the general condition of stub antenna towers.

☐ ☐

3.7.7 Specific weld joint inspections.

3.7.7.1 Guyed tower cantilevered joints above the guy level.

☐ ☐

3.7.7.2 Guy and torque arm lugs.

☐ ☐

3.7.7.3 Welds on equalizer plate where it connects to anchor shaft.

☐ ☐
4. TOWER FOUNDATIONS & GUY ANCHORS

4.1 General conditions?

4.1.1 is exposed concrete protected?

4.1.2 are any cracks observed?

4.1.3 are there any signs of movement?

4.1.4 Are anchors clear of brush, vines and trees?

4.1.5 is tower and anchors fenced?

4.1.6 is grading sufficient to ensure proper water drainage?

4.1.7 is guy anchor head clear of earth?

4.1.8 any evidence of anchor bolt corrosion?

4.1.9 any low spots that may collect moisture?

4.2 Structural Members

4.2.1 Inspect guy plates and rods for bends and fractures.

4.2.2 Inspect concrete tower foundation(s) for cracking, spalling and settling.

4.2.3 Inspect guy anchor foundations for cracking, weathering and creepage.

4.2.4 Inspect anchor rod condition below earth to a depth of at least 12 inches.

4.2.5 has the base of tower been properly grouted with sufficient drain holes?

4.2.6 Check drain holes at base for any obstructions.

Satisfactory

 Unsatisfactory

(See Item 9)
5. GUY WIRES & FITTINGS

5.1 General conditions?

5.2 Connection points (top and Bottom) condition?

5.3 Are end fittings secure?

5.4 Is rusting evident?

5.5 Is vibration observed?

5.6 Are dampers in place and secure? (if used)

5.7 Structural Members

5.7.1 inspect all turnbuckles for slippage and their condition.

5.7.2 inspect the turnbuckle jam-nut safeties and cable safeties.

5.7.3 inspect all guy cable clamps for security and slippage.

5.7.4 Inspect all pre-forms for unwinding and slippage.

5.7.5 Inspect all shackles, clevises and thimbles.

5.7.6 Inspect guy wire dead ends.

5.7.7 Visually inspect all guy wires with binoculars for broken strands and or damaged insulators.

SITE LOCATION:______________________  DATE: ___________
5.8 Guy wire tension

5.8.1 What method was used for the guy wire tension measurements?

__________________________

5.8.2 What was temperature, wind direction and velocity during guy wire measurements and adjustments?

__________________________

5.8.3 Notes: ______________________________________________________________________

_______________________________________________________________________________

5.8.4 Specific guy wire tension

<table>
<thead>
<tr>
<th>GUY LEVEL</th>
<th>Measured Tension/Sag</th>
<th>Adjusted Tension/Sag</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottom to top</td>
<td>LEG 1</td>
<td>LEG 2</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>4</td>
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<td></td>
</tr>
<tr>
<td>5</td>
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<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.8.5 Guy wire size? ______________________________________________________________________
ANTENNAS, MICROWAVE DISHES & TRANSMISSION LINES

6. General conditions?
   __________________________________________________________________________

6.1 Was any loose hardware found? ______________________________________________________________________

6.2 Was any antenna misalignment or physical damage present? ______________________________________________________________________

6.3 Were antenna deicers operational and inspected? (If applicable.) ______________________________________________________________________

6.4 Specific Hardware Inspections

6.5.1 Inspect all antennas, microwave dishes, feed horns and radomes for any signs of damage and shifting.

6.5.2 Inspect all antenna coaxial cables, jumpers and fittings.

6.5.3 Are all cable transitions properly waterproofed?

6.5.4 Inspect all antenna mounting brackets, supports and bracing.

6.5.5 Inspect all transmission lines for damage, loose bolts and water & air leaks.

6.5.6 Inspect for loose or missing coaxial cable and waveguide clamps, supports and restrainers.

6.5.7 If transmission line is wrap-locked, spot inspect the protective covering under the wrap-lock for signs of chafing.

6.5.8 Ensure that the transmission line supports are no more than four (4) feet apart.
7. PAINT & OBSTRUCTION MARKING

7.1 General conditions? 

7.2 Is rusting evident? 

7.3 Is painting necessary? 

7.4 Is there any paint splatter near the surrounding area? 

7.5 Rust & Corrosion

7.5.1 Inspect for any particular portion of the tower that appears to have rust and/or corrosion present.

7.5.2 Inspect for any galvanic action.

7.5.3 Inspect all antenna mounts and hardware for rust.

7.5.4 Inspect all guy plates and rods for rust and corrosion.

7.5.5 Inspect all guy cable clamps for rust.

7.5.6 Inspect guy wires for rusting and flaking.

7.5.7 Inspect ice shields for rust. (If present)

7.5.8 Inspect transmission line clamps and hanger bolts for rust.

7.6 Tower Paint

7.6.1 Inspect percentage of paint for peeling, flaking and fading.

7.6.2 Check visual effectiveness of the paint. Does it meet FAA regulations?

---

SITE LOCATION:______________________  DATE:  __________
8. ELECTRICAL & LIGHTING SYSTEMS

8.1 General condition?

8.2 Incandescent lamps replaced?
   Beacons _______________ Type _______________
   Obstruction _______________ Type _______________

8.3 Incandescent lamp voltage at socket under load?

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>SOCKET 1</th>
<th>SOCKET 2</th>
<th>SOCKET 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/3 from top</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midway</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/3 from top</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8.4 Specific Inspection Items

8.4.1 Old incandescent removed and destroyed?  

8.4.2 All lamps found burning?  

8.4.3 All strobe lights found burning?  

8.4.4 Photoelectric control working properly?  

8.4.5 Flasher unit operational?  

8.4.6 Inspect for broken or cracked beacon and obstruction globes?  

8.4.7 Inspect beacon closure bolt?  

8.4.8 Inspect sidelight gasket conditions?  

8.4.9 Inspect beacon and sidelight socket condition?  

SITE LOCATION:______________________  DATE: __________
8.4.10 Inspect internal wiring of beacon?

8.4.11 Inspect that all drain holes are open and clean?

8.4.12 Inspect conduit, conduit clamp and junction box condition?

8.4.13 Inspect overall appearance of the electrical system connections?
9. EXPLANATION OF UNSATISFACTORY CONDITIONS

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Description of Condition</th>
</tr>
</thead>
</table>

SITE LOCATION:______________________    DATE: ___________
### Description of Maintenance Performed

<table>
<thead>
<tr>
<th>Date</th>
<th>Performed by</th>
<th>Maintenance Performed (Describe)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1523
RADIO TOWER MAINTENANCE
Due Date: 07/16/20, Time: 2:30 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _________________________________________________________________

ADDRESS: _________________________________________________________________

(City) (State) (Zip Code)

TELEPHONE:__________________________ FAX:__________________________

SIGNED:__________________________ DATE:__________________________

PRINT NAME:__________________________ TITLE:__________________________

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

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

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

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? 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.
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY /SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>COMMODITY CODE: 913-65 Inspection, radio towers, self-supporting, under 200’, includes report</td>
<td>5</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>and recommendations, as per specifications.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>COMMODITY CODE: 913-65 Inspection, radio towers, self-supporting, over 200’ includes</td>
<td>6</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
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<td>report and recommendations, as per specifications.</td>
<td></td>
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<tr>
<td>3</td>
<td>COMMODITY CODE: 913-65 Inspection, radio monopoles, rooftop, includes report and</td>
<td>5</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td></td>
<td>recommendations, as per specifications.</td>
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<td>2</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
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<td>recommendations, as per specifications.</td>
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<td>5</td>
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<td>200</td>
<td>Hour</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
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<td>rooftops, regular time (Monday-Friday, 8:00 a.m. - 4:00 p.m.).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>COMMODITY CODE: 913-65 Labor, technician, skilled, radio towers, and monopoles, and</td>
<td>20</td>
<td>Hour</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>rooftops, overtime (Monday-Friday 8:00 a.m. - 4:00 p.m., 8:00 a.m., weekends and holidays).</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>LINE NO.</td>
<td>COMMODITY /SERVICE DESCRIPTION</td>
<td>QUANTITY FROM/TO</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------</td>
<td>------------------</td>
<td>------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>7</td>
<td>COMMODITY CODE: 913-65 Materials, radio towers, and monopoles, and rooftops, incorporated into the work, cost x multiplier unit price (overhead and profit).</td>
<td>7,500 Each</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>8</td>
<td>COMMODITY CODE: 913-65 Inspection, radio tower, annual, guyed, includes report and recommendations, as per specifications.</td>
<td>3 Each</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
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</tbody>
</table>

GRAND TOTAL $_______________

COMPANY NAME: _______________________

FED ID OR SOCIAL SECURITY NO. ___________________