REQUEST FOR BID NO. B-1539

PARKING LOTS, MAINTENANCE AND REPAIR SERVICES, ON-CALL

Due Date: 09/28/20, Time: 2:30 PM
Pre-Bid Conference: 09/08/20, 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.

<table>
<thead>
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<th>BIDDER CHECK LIST</th>
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<tr>
<td>Have you signed your bid?</td>
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<td>Have you signed the Procurement Affidavit?</td>
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<td>Have you filled out all applicable forms?</td>
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<td>Have you returned the original? (and required duplicate copies when required?)</td>
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<td>Have you signed and returned amendments?</td>
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<td>Have you included the bid bond, if required?</td>
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<td>Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)</td>
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<td>Have you included and verified the complete electronic version (CD) of your bid?</td>
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GENERAL INSTRUCTIONS FOR SOLICITATIONS

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/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 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.
Baltimore County, Maryland
Procurement Affidavit

A. Authorized Representative

I hereby affirm that:

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

B. Affirmation Regarding Bribery Convictions

I further affirm that:

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

____________________________________________________________________________
____________________________________________________________________________.

C. Affirmation Regarding Other Convictions

I further affirm that:

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition].

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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](https://www.mdworkforceexchange.com). 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](https://www.mdworkforceexchange.com), 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](mailto: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**

---

Revised 8-10-17

14 of 67
Taxpayer Identification Number (TIN) and Certification  
(Substitute for IRS Form W-9)  
COMPLETE BOTH SIDES OF FORM

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

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

**SIDE 1**

List your **legal business name** below, as shown on your income tax return. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list 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**

**Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
</table>

**Remittance Address, if different from above**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
</table>

**Contact Person**

<table>
<thead>
<tr>
<th>Title</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ext:</td>
<td>(           ) -</td>
<td>(           ) -</td>
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</tbody>
</table>

**E-mail address**

**Taxpayer Identification Number (TIN)**

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

**Social Security Number**

- --

- --

**OR**

**Employer Identification Number**

- --

- --

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

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

**Filing Status (Ownership) (LLC is not acceptable)**

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

**CERTIFICATION:**

Under penalties of perjury, I certify that:

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

**Signature of U.S. Person**

**Date**
# MBE / WBE Certification

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

## Business Ownership (Check Only One)

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

## Type of Business/Organization

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

## Ethnicity of Ownership (Check Only One)

<table>
<thead>
<tr>
<th>A</th>
<th>Asian American</th>
<th>I</th>
<th>American Indian/Alaskan Native</th>
</tr>
</thead>
<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/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 COVERAGE

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

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

2.1.3 Minimum Coverages to be Included:

(a) Independent Contractor’s coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers’ Compensation and Employers’ Liability Insurance

Such insurance must contain statutory coverage, including:

Employers’ Liability insurance with limits of at least:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.
BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN’S BUSINESS ENTERPRISES
IN COUNTY CONTRACTS
MBE/WBE Plan Package

Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407
www.baltimorecountymd.gov/go/mwbe
@BaCoBiz4All
PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 Use of Minority Business Enterprises and Women’s Business Enterprises states:

SECTION 6. BID REQUIREMENTS.
(A)(l) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.
(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(l) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.
(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

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

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C listing all subcontractors with the initial bid submission.
   a. All Forms must be completed and signed. However, FORM C MUST be completed and signed by both the prime and the MBE/WBE subcontractor.
   OR
2. If you are unable to meet any portion of the goal, you MUST do one of the following:
   a. If you are requesting a partial waiver, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C (listing all subcontractors). In addition, complete, sign and submit FORM D and FORM E accompanied with all supporting documentation for the portion of the goal that will not be achieve as specified on FORM A.
   b. If you are requesting a full waiver, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM C listing all subcontractors, FORM D and FORM E accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.
   c. All Forms must be completed and signed. FORM C and FORM D MUST be completed and properly signed by both the Prime AND the MBE/WBE subcontractor(s).

NOTE: The MBE/WBE subcontracting goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.
BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

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

APPROVED MBE/WBE LISTINGS

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

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
   http://mbe.mdot.state.md.us/directory/search_select.asp

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

BIDDER/OFFEROR’S ACTIONS

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

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

Information to be supplied: All bidder/offereors shall submit the following information to the County at the time of bid submission:

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

2. The following forms shall be completed and submitted
   • Certified MBE/WBE Utilization and Fair Solicitation Affidavit (Form A); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);

   • A MBE/WBE Participation (Form B) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
• A MBE/WBE Disclosure and Participation Statement (Form C) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.

• If applicable, MBE/WBE Subcontractor Unavailable Certificate (Form D) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

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

4. For DPW contracts, if the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (Form D-EOO-006-A and B showing the extent of MBE/WBE participation. If a bidder/offeror intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.

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

RECORDS AND REPORTS

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

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.

2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.

3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

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

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

DETERMINATION OF BID RESPONSIVENESS

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

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

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

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

Bid Rejection: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County’s rejection of the bid.

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

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor’s bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County’s sole discretion.

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

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

Other: If the documents used to determine the contractor’s efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor’s plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.
PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

☐ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) #_______________________

☐ City of Baltimore #_______________________

☐ Name Other Jurisdiction: __________________________________ #_______________________

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

____ % African American _______ % Hispanic American _______ % Women
______ % Asian American _______% Native American _______ % Disadvantaged (DBE)

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

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

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

Date: ________________________ By: __________________________

(Authorized Representative and Affiant’s Name and Title)

Revised 5/13/2019
Baltimore County, Maryland
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(Form A)

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

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

I acknowledge the goal for solicitation #_____ is a minimum of ______%. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

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

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

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

1  □ Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors

   Or

2  □ After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

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

   • Partial waiver of MBE/WBE subcontract participation:
     o _____% Minority/Women Prime
     o _____% for certified MBE-owned businesses and/or
     o _____% for certified WBE-owned businesses.

   Or

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

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

   1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.
2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:

(I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and

(II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:

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

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

(c) Responses from MBE/WBE firms contacted to fulfill the goal.

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

- Subcontractor Participation Schedule (Form B)
- Subcontractor Disclosure and Participation Statement (Form C)
- MBE/WBE Subcontractors Unavailable Certificate (Form D) (if applicable)
- MBE/WBE Outreach Efforts – Compliance Statement (Form E) (if applicable)

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the Subcontractor Participation Schedule (Form B) will be used to accomplish the percentage of MBE/WBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

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

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

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

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date
**Baltimore County, Maryland**

**Subcontractor Participation Schedule (Form B)**

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

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

<table>
<thead>
<tr>
<th>Prime Name</th>
<th>Prime Address, Telephone Number and Email</th>
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<table>
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<tr>
<th>Bid/Proposal Name and Number</th>
<th>Project Location</th>
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<table>
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<tr>
<th>Base Bid</th>
<th>$ ____________________</th>
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### 1. Subcontractor Name and Tax ID

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Minority Status (If applicable):</th>
</tr>
</thead>
</table>

- African American
- Alaska Native
- Asian American
- Asian American Subcontinent
- Disabled
- Disadvantaged
- Female
- Female American Indian
- Hispanic American
- Native American
- Small Business
- Other

<table>
<thead>
<tr>
<th>Fax Number</th>
<th>Select One: MBE WBE SBE N/A</th>
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<table>
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<tr>
<th>Provide if Applicable:</th>
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</table>

- MDOT
- Baltimore City

<table>
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<tr>
<th>NAICS Code(s), Work to be Performed and Dollar Amount</th>
<th>Percent of Total Contract</th>
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</table>

### 2. Subcontractor Name and Tax ID

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<th>NAICS Code(s), Work to be Performed and Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
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<tr>
<th>Subcontractor Total Dollar Amount</th>
<th>Total Subcontractor Percent of Entire Contract</th>
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<tr>
<th>Form Prepared by:</th>
<th>Reviewed and Accepted by Baltimore County Minority Business Enterprise Office</th>
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</table>

- **Name/Date:** __________________________ |
- **Title:** ____________________________ |
- **Email:** ____________________________ |

- **MBE or WBE Prime Participation** % $ ____________ |
- **Total MBE Subcontracting Participation** % $ ____________ |
- **Total WBE Subcontracting Participation** % $ ____________ |
- **Total MBE/WBE Participation** % $ ____________ |
- **Total SB/SBE Participation** % $ ____________ |

October 29, 2019
**Baltimore County, Maryland**

**MBE/WBE Prime Participation Schedule**
(Form B-Prime)

Please complete and submit this form to attest each specific item of work that your MBE/WBE prime firm will perform using its own workforce pertaining to the percentage stated MBE/WBE participation schedule (Form B) for purposes of meeting the MBE/WBE participation goals.

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

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

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

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Work Item, Specification Number, Line Items or Work Categories (If Applicable). For Construction Projects, General Conditions Must Be Listed Separately.</th>
<th>Description of Specific Products and/or Services</th>
<th>Value of the Work</th>
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**MBE Prime Contractor**

Signature of Representative: ____________________________________________

Printed Name and Title: ______________________

Firm’s Name: ______________________

Federal Identification Number: ___________

Address: ________________________________

____________________________________________________________________

Telephone: ____________________________

Date: ________________________________

Certified: ☐ Yes ☐ No

Certifying Jurisdiction: ____________________________

---

3/10/2019
BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)

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

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

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

Contract Name, Bid/Proposal Number: _____________________________________
________________________________________________________________________________
Name of Prime:  ______________________________________________
Name of MBE/WBE Subcontractor: _________________________________________
_______________________________________          ___________________________________
Print Representative Name, Title                                                   Best Contact Information

☐ MDOT ☐ Baltimore City
☐ MBE ☐ WBE ☐ SBE ☐ N/A

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

2. Subcontract Amount: $ __________________________ or _________% of the County contract cost.

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

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

5. This is a MBE-Owned Business Firm: Yes                          No

6. This is a WBE-Owned Business Firm: Yes                          No

******************************************************************************
NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MBE/WBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime’s execution of a contract for the above referenced project with the Baltimore County, and provide a copy of the fully executed MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor’s mobilization timeframe) to mwbe@baltimorecountymd.gov within 10 calendar days of receipt by the Prime of FORM C-Subcontractor from the County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: ________________________________ Date: _________________

MBE/WBE Subcontractor’s Printed Name and Title: ________________________________

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

Signature of Prime: ________________________________ Date: _________________

Prime’s Printed Name and Title: ________________________________
If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.

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

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

located at ____________________________
   (Number) (Street)
   (City)    (State)   (Zip)

was offered an opportunity to bid on the__________________________ contract.

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

   _______________________________________________________
   _______________________________________________________
   _______________________________________________________

   Signature of Minority Firms MBE/WBE   Representative Title   Date

   MDOT/Baltimore City Certification #   Telephone #

3. PRIME’S SIGNATURE AND CERTIFICATION

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

   ____________________________   ____________________________   ________
   Signature of Prime         Title         Date
*This document must be completed and submitted with Bid/Proposal to Baltimore County.

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

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

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

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

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

________________________________________________________________________

Signature – Bidder Offeror

________________________________________________________________________

Print or Type Name of Firm

________________________________________________________________________

Street Address

City       State       Zip Code

________________________________________________________________________

Date
To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

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

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

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

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

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:
http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm
If after contract expiration, it has been determined the MBE/WBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

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

Cc: File
PAYMENT BOND

Principal

Business Address of Principal

Surety

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

Obligee: BALTIMORE COUNTY, MARYLAND

A body corporate and politic

Penal Sum of Bond (express in words and figures)

Contract Name                      Date of Contract

Contract Number       Date Bond Executed

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

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

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

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

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

In Presence of: Individual Principal

Witness: ____________________________
Print Name: ____________________________

as to: ____________________________ (SEAL)
Print Name: ____________________________

Attest: Corporate Principal

Witness: ____________________________
Print Name: ____________________________

By: ____________________________
Print Name: ____________________________ (SEAL)

Title: ____________________________

Attest: Surety

Witness: ____________________________
Print Name: ____________________________

By: ____________________________ Affix
Print Name: ____________________________ Corporate

Title: ____________________________ Seal

Business Address: ____________________________

Reviewed for Baltimore County Requirements

Office of the County Attorney
PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<table>
<thead>
<tr>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>A body corporate and politic</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Obligee: BALTIMORE COUNTY, MARYLAND</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Corporation of the State of and authorized to do business in Maryland</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Penal Sum of Bond (express in words and figures)</th>
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<tr>
<th>Contract Name</th>
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<table>
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<th>Contract Number</th>
<th>Date Bond Executed</th>
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<tbody>
<tr>
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<td>20</td>
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</table>

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

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

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

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

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

In Presence of: Individual Principal
Witness: __________________________
Print Name: _______________________

Attest: Corporate Principal
Witness: __________________________
Print Name: _______________________
Title: ____________________________

Attest: Surety
Witness: __________________________
Print Name: _______________________
Title: ____________________________

Reviewed for Baltimore County Requirements
Office of the County Attorney
IF SUBMITTING BOND, THIS FORM MUST BE USED

**BID BOND**

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<tbody>
<tr>
<td>Surety</td>
<td>Obligee</td>
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a corporation of the State of __________________
and authorized to do business in the State of Maryland

BALTIMORE COUNTY, MARYLAND,
a body corporate and politic

<table>
<thead>
<tr>
<th>Penal Sum of Bond (express in words and figures)</th>
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<table>
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<tr>
<th>Description of Bid</th>
<th>Date of Contract</th>
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<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Date Bond Executed</th>
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<table>
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<tr>
<th>Proposal or Item No.</th>
<th>Date Bond Executed</th>
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KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Signed and sealed __________________________ (Date)

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

In Presence of:

Witness

In Presence of:

Witness

INDIVIDUAL PRINCIPAL
as to __________________________ (SEAL)

CO-PARTNERSHIP PRINCIPAL
Name of Co-Partnership
as to __________________________ (SEAL)
as to __________________________ (SEAL)
as to __________________________ (SEAL)
as to __________________________ (SEAL)

CORPORATE PRINCIPAL
Name of Corporation
By __________________________
Title __________________________

Witness

Title __________________________

Witness

Title __________________________

Business Address of Surety

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

1.1 Baltimore County Government shall purchase parking lot repair and repaving services covered by this agreement which may be required during the period of time covered by this agreement. These construction services shall be performed for the Department of Public Works. The quantities shown are approximate and for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by Baltimore County. There shall be no compensation for work estimated in this solicitation but not ordered during the term of this agreement. The quantities for these items may be increased or decreased and adjustment to the contract unit price or the item(s) may be deleted entirely from the contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against Baltimore County for any adjustments to the contract unit price bid, should the item(s) be increased, decreased, or eliminated.

1.2 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to make pavement failure repairs and minor resurfacing on parking lots and walking paths, complete the work in accordance with this specification and scope of work.

2. **TERM OF CONTRACT.**

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. **AWARD.**

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

3.2 The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.

3.3 The successful bidder must be pre-qualified with the Baltimore County Department of Public Works in Classifications M-2 prior to award of the contract.
4. PRICES.

4.1 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.

5. 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 365 days from the date of the increase.

6. QUESTIONS AND INQUIRIES; ADDENDA.

6.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFB, amendments will be posted on the web site at www.baltimorecountymd.gov/purchasing.

6.2 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.

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

7. COOPERATIVE PURCHASE.

7.1 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.

7.2 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.

8. PRE-BID CONFERENCE.

8.1 A pre-bid conference will be held on Tuesday, September 8, 2020 at 10:00 a.m. via
WebEx Please contact the Buyer, Gabby Johnson, via email at, gjohnson@baltimorecountymd.gov for the 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.

8.2 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.

9. INVOICES.

9.1 Daily work tickets, detailing all work performed must accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed. Authorization to pay invoices will be given by the Engineer, or his authorized representative, prior to payment of invoices. Original invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursement Section, Courthouse, Room 149, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to the Engineer. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County’s order, whichever date is later. Under no circumstances will interest be paid.

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

9.2.1 Defective work not remedied.

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

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

9.2.4 A reasonable doubt that the contract can be completed for the balance than unpaid.

9.2.5 Damage to another Contractor.

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

10. INSURANCE & COMPLAINTS.

10.1 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.

10.2 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.
10.3 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.

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

11. **BID DEPOSIT REQUIREMENTS.**

11.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.

11.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.

11.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.

11.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

12. **BONDS.**

12.1 The successful bidder will be required to give both a performance and payment bond each (100) percent of the contract. The successful bidder shall have fifteen calendar days to comply with this requirement. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder. The cost of the bonds shall be included in the bid price. It is conditioned that the Contractor complies in all respects with the terms, conditions and obligations of the agreement and his/ her obligation 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 Engineer for explanation of procedures.

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

13.1 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

14. MWB/WBE and/or ECONOMIC BENEFIT FACTOR

14.1 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:

14.1.1 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

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

14.1.3 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

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

15. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE). The resulting minority and women business participation requirement for this contract is 20%.

15.1 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 or you may contact the buyer on the solicitation.

15.2 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.

15.3 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.

15.4 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. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

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

17. "SAMPLE” FORM CONTRACT.

17.1 A sample of the County's form contract may be found on the Baltimore County website at 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.

17.2 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.

17.3 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.
18. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

19. **WORK SCHEDULE AND PROTECTION OF PROPERTY.**

19.1 All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. 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.

19.2 All work shall be performed during the weekdays Monday through Friday excluding County holidays:

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<th>Holiday</th>
<th>Description</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Columbus Day</td>
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<tr>
<td>MLK, Jr. Birthday</td>
<td>General Election Day (each even year)</td>
</tr>
<tr>
<td>Presidents' Day</td>
<td>Veterans' Day</td>
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<td>Memorial Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
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<td>Labor Day</td>
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19.3 The Contractor is responsible to protect all existing and newly installed work, material, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Engineer, or his designated representative.

20. **MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.**

20.1 In some sections, this specification might mention specific manufacturer’s materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.

20.2 The Contractor will notify the Engineer, or his representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

21. **WARRANTY AND SERVICE.** Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

22. **ELECTRONIC SUBMITTAL PROCESS.**

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

22.2 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.

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

22.3 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.

22.4 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 22.3, 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.

22.5 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.

22.6 The County reserves the right to waive minor irregularities in conjunction with Bids.
1. PROJECT DESCRIPTION AND SCOPE OF WORK

1.1 The scope of this contract includes furnishing all labor, materials, tools, equipment, supervision, and incidentals to perform pavement failure repairs and minor resurfacing on parking lots and walking paths in Baltimore County. Work will be assigned on an as-needed basis.

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

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


1.4 These Special Provisions are hereby made a part of the Contract. In case of any conflict with the 2000 “Standard Specifications” (as currently revised), “General Provisions” or other sections of the Contract, these Special Provisions shall govern.

2. SCHEDULE OF OPERATIONS

2.1 If requested by the Engineer, the Contractor will be held responsible for a “Schedule of Operations” which will enable him/her to complete the work in the time specified in the Proposal. He/she shall start his/her work no later than fifteen (15) days after “Notice to Proceed”.

2.2 The Contractor shall submit a schedule of operating sequences and method of maintaining traffic to the Engineer and obtain his/her approval before any work is performed under this Contract.

2.3 The Contractor will be responsible for assisting others whenever possible to avoid delay in the progress of the work. In this connection, reference is made to the work to be done by others and the activities of the various utility companies within limits of and during the life of the Contract.

2.4 All incidental costs and/or expenses occasioned by the “Schedule of Operations” required to accomplish the work under this project, including the coordination of same with the work of other organizations, is to be absorbed by the Contractor in the several pay items indicated in the Proposal.
3. **TEMPORARY SUSPENSION OF WORK.**

3.1 During the progress of the project, the Contractor may suspend work via written permission of the Engineer, wholly or in part, for such period or periods as the Engineer may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede traveling public unnecessarily, nor become damaged in any way, and he/she shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. When conditions permit resumption of work on the project, the Contractor shall notify the Engineer twelve (12) hours in advance and shall proceed with the work only when and if authority is granted by the Engineer. Any work performed without approval by the Engineer will be at the Contractor’s risk, and he/she shall be held liable for removal of any such work.

3.2 If the Contractor’s crew reports to a job for work, but does not start work because the Engineer suspends work for the complete day, the Contractor shall be entitled to 25% of the mobilization/maintenance of traffic contract pay item. If the Contractor’s crew does not show up for work at the job site, or the Contractor chooses not to work, for whatever reason, the Contractor shall receive no compensation for the cancelled day of work.

4. **STORAGE OF EQUIPMENT AND MATERIALS AND JOB SITE SAFETY.**

4.1 It shall be the sole responsibility of the Contractors 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.

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

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

5. **WORK PROCEDURES.**

5.1 Work shall be assigned to the Contractor in two (2) different fashions. First, the Engineer may request a written estimate, based on the contract prices, for a particular scope of work. Plans and specifications may accompany the request and the estimate shall conform to them. The Contractors shall visit the work site and submit a written estimate. Included in the quote shall be estimated quantities for each applicable line item, a brief description of repair to be done, and the work site location. If the written estimate is accepted, the Engineer shall give the Contractor a verbal Notice to Proceed and schedule the work. The County reserves the right to solicit bids on the open market when the Contractor’s proposal for any work is $25,000 or greater. Once the Notice to Proceed is given, the Contractor shall have ten (10) calendar days to mobilize at the job site and begin work.

5.2 Secondly, the Engineer may simply schedule work for the Contractor and instruct him to proceed. The Engineer will provide a schedule of work at least ten (10) days in advance.
No work shall be performed without the prior approval of the Engineer. The issuance of a schedule of work by the Engineer is the official Notice to proceed to the Contractor. Once the Notice to Proceed is given, the Contractor shall have ten (10) calendar days to mobilize at the job site and begin work. Work will be assigned geographically with little travel time between job sites.

5.3 The Contractor shall maintain a daily worksheet for documenting and reporting quantities. The Contractor shall supply these worksheets. They shall be three (3) part NCR paper with one copy for the Engineer, one copy for the Contractor and one copy for the Contractor’s invoice. The Contractor shall fax a copy of the previous day’s worksheet to the Engineer on a daily basis. A sample is included with this solicitation.

5.4 The Engineer shall inspect the work in progress and upon completion, and approve all work completed to his satisfaction. Any work not performed to the complete satisfaction of the Engineer shall be rejected and the work shall be corrected by the Contractor at no additional expense to Baltimore County. There shall be no exceptions to this provision. Baltimore County reserves the right not to approve additional work if it has not been pre-approved by the Engineer.

5.5 At the end of each work day, copies of all work tickets, itemizing each payment unit of measure and quantities generated for that day’s work, shall be provided to the Engineer for review and verification of work.

5.6 In the event of emergency, the Contractor shall respond to the job site as quickly as possible, not to exceed eight (8) hours from time of notification. The Contractor shall furnish to the Engineer the names, addresses and phone numbers of two individuals in his firm who can be contacted by the Engineer at any time in the event of an emergency. One of these two individuals shall respond to the Engineer within a maximum time period of four (4) hours. The Contractor shall be available twenty-four (24) hours per day, each day of the year for emergency work. For any emergency work performed in non-working hours, Baltimore County and the Contractor shall negotiate the contract pricing in a fair and equitable manner.

6. PROSECUTION OF THE WORK

6.1 The Contractor shall notify the Engineer at least 48 hours before starting work and shall begin work promptly within the time specified by the Engineer in the “Notice To Proceed” letter.

6.2 After the work has been started, it shall be prosecuted continuously on all acceptable working days without stoppage, until the entire Contract is complete.

6.3 Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Engineer of his/her intention to stop. The Contractor shall notify the Engineer at least 48 hours before resuming operations.

6.4 The Contractor will not be permitted to “Stop Work” unless pre-approved by the Engineer at least 48 hours in advance.

6.5 If the Contractor should have more than one (1) construction Contract with Baltimore County, Maryland all construction Contracts are to be worked concurrently within the time specified in the construction Contract documents.

6.6 The Contractor shall post “NO PARKING” signs and place door hangers alerting homeowner(s) and/or business establishment(s) of the Contractor’s work schedule. By
posting “NO PARKING” signs and placing door hangers 48 hours prior to beginning work, the homeowner(s) and/or business establishments will have an opportunity to find alternative parking locations for their vehicles and/or vehicles of customers. The County will supply “NO PARKING” signs and door hangers.

6.7 The Contractor will be required to provide stakes for the “NO PARKING” signs. The stake shall be made of wood and at least 36 inches in height. The “NO PARKING” signs shall be placed near the top of the stakes. The “NO PARKING” signs shall be placed no greater than 50 feet apart.

6.8 All cost(s) for providing the stakes, placing, maintaining and removing of the stakes, signs and placing door hangers shall be included in the various unit prices bid for other items.

6.9 No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the Engineer and of the Surety. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for the fulfilling of all requirements of the Contract.

7. GENERAL

7.1 These Special Provisions are hereby made part of this Contract and in case of any conflict between them and any other part of the specifications the Special Provisions shall govern.

7.2 The Engineer reserves the right to make such alterations in the character of the work or the quantities stated in the Proposal as he/she may consider necessary.

8. MATERIALS, WORKMANSHIP

8.1 With regard to this Contract, the Engineer, or his/her designated representative, will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Engineer, or his/her designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

8.2 Contractor shall provide a complete, workmanlike, well–executed job in accordance with these specifications and all applicable national and local codes, latest additions.

9. CORRECTION OF WORK AFTER FINAL PAYMENT

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

10. DEMOLITION AND DEBRIS REMOVAL

10.1 The Contractor shall be responsible to remove all their debris from the site and clean effected 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 the Engineer, or his/her representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.
11. **GUARANTEES.**

11.1 All materials and structures furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship and installation.

12. **EMPLOYEES.**

12.1 Qualifications of Employees: Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.

12.2 Licensed Employees: When County, State or Federal laws require that certain personnel be licensed, then all such personnel employed on the work shall be so licensed.

12.3 Quality of Labor: The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in this proposal.

12.4 Superintendent: The Contractor shall keep on his/her work, at all times during its progress, a competent, English speaking Superintendent and all necessary assistants. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. Should the Superintendent be complained of by the Chief of the Bureau of Highways, or his/her designated representative, for cause, he/she shall be removed from the work and a new Superintendent shall be assigned to the project.

12.5 Discipline: The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. Employees must not be allowed to loiter on the premises before or after job working hours.

13. **WARRANTY OF CONSTRUCTION.**

13.1 In addition to any other warranties at law or set out elsewhere in this Contract, the Contractor warrants for one year after the final acceptance of the work, that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material and/or design furnished, or workmanship performed by the Contractor or any of his/her subcontractors or suppliers. With respect to any part of the work, which the County takes possession of prior to final acceptance, such warranty shall continue for a period of one (1) year from the date the County takes possession. Under this warranty, the Contractor shall remedy at his/her own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his/her own expense any damage to County owned or controlled real or personal property, when that damage is the result of the Contractor’s failure to conform to Contract requirements or any such defect of equipment, material, workmanship, and/or design. The Contractor shall also restore any work damaged in fulfilling the terms of the clause. The Contractor’s warranty with respect to work repaired or replaced hereunder will run for one (1) year from the date of such repair or replacement. An additional time period for an extended warranty, supported by a bond, maybe required to insure that the repair or replacement will perform as desired.

13.2 The County shall notify the Contractor in writing within reasonable time after the discovery of any failure, defect, or damage.
13.3 Should the Contractor fail to remedy any failure, defect, or damage as described above within reasonable time, being no longer than twenty (20) calendar days, after receipt of notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor’s expense.

13.4 In addition to the other rights and remedies provided by this clause, all subcontractors’, manufactures’, and suppliers’ warranties expressed or implied, respecting any work and/or materials, shall at the direction of the County, be enforced by the Contractor for the benefit of the County. In such case if the Contractors’ warranty as described above has expired, any suit directed by the County to enforce subcontractors’, manufactures’, or suppliers’ warranty shall be at the expense of the County. The Contractor shall obtain any warranties which the subcontractors, manufactures, or suppliers would give in normal commercial practice.

13.5 If directed by the Engineer, or his/her representative, the Contractor shall require any such warranties to be executed in writing to the County.

13.6 Notwithstanding any other provision of this clause, the Contractor is not relieved of the responsibility for the proper installation of any material furnished by the County and/or construction of the improvement to the design furnished by the County.

13.7 The warranty specified herein shall not limit the County’s rights under the “Acceptance” clause of the Contract.

13.8 At the end of each work day, copies of all work tickets, itemizing each payment unit of measure and quantities generated for that day’s work, shall be provided to the Engineer for review and verification of work.

14. MATERIAL REQUIREMENTS FOR BITUMINOUS CONCRETE/HOT MIX ASPHALT (HMA) PAVEMENT.

14.1 All materials shall conform to the State of Maryland Highway Administration, Section 904, dated November 4, 1999, subject to the following variances:
Testing: The Contractor will be responsible for the quality of bituminous concrete as outlined in Section 504.03.09 of “Baltimore County’s Standard Specifications for Construction and Materials” dated February, 2000.

15. CONSTRUCTION REQUIREMENTS FOR HMA RESURFACING.

15.1 In placing the Contractor shall make full use of spreading and finishing machine operations. In the tapering of the surfacing, and wherever the placing of surfacing materials is not adaptable to machine methods, the material may be applied by hand methods. All areas inaccessible to normal rolling operations shall be thoroughly tamped by approved methods.

15.2 The Contractor will be held solely responsible for all damage to the abutting properties. All fences, hedges, trees, sidewalks, curbs, and gutter, etc., damaged during construction shall be replaced or repaired at no cost to the County.

15.3 Excavations shall be left open overnight only if absolutely necessary and with the Engineer’s approval. Any excavation left open overnight must be covered with ¾ inch steel plating to protect the general public and vehicular traffic. The approved plates must be identified with approved signage and pinned securely to the roadway with a cold mix type ramp.
15.4 Weather Restrictions – Note the 50-degree F minimum temperature for placement of courses of 1” or less.

15.5 Screeeded Surfaces – D. Heeling-in – On resurfacing projects the Contractor will be paid for milling for heeling-in, if a milling item is provided. Width of heeling-in shall be 36” unless otherwise directed.

15.6 Surface Tolerances for Each Course – The Contractor is expected to produce the truest surface possible given the existing paving conditions and parameters of the project.

15.7 The Contractor shall consult with the Engineer as to the widths of paving to be placed. Joints shall be kept to a minimum – longitudinal joints shall be carefully set up with rakes or lutes. Every attempt should be made for new paving joints to overlap the joints in existing paving by at least 6”.

15.8 The cost involved in cleaning the existing surface will not be paid for directly, but the cost thereof shall be included in the prices of other items bid.

15.9 Paving Edges – Except at intersecting streets, and unless otherwise directed, it is the intent of this contract to “feather” the thickness of paving to the maximum stone size at the outside limits of paving to meet gutter edges, abutting drives, and roadway grates. No additional compensation will be given for the luting and compacting of material required to accomplish this. The Contractor is to provide small vibratory plate tampers, rubber tired rollers, or other equipment suitable to seal “rolled edge” areas. It will be the sole judgment of the Engineer to determine where prior milling is necessary to achieve full paving thickness at edges unless directed differently by the Engineer. The Contractor shall consult with the Engineer as to the widths of paving to be placed. Joints shall be kept to a minimum – longitudinal joints shall be carefully set up with rakes or lutes. Every attempt should be made for new paving joints to overlap the joints in existing paving by at least 6”.

16. MILLING OPERATIONS

16.1 The equipment shall meet the latest standards set forth by the Air Quality Act for noise and air pollution control.

16.2 The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine will be equipped with means to effectively control dust generated by the cutting operation.

16.3 Sufficient equipment should be available to immediately clean up millings and fine particles in accordance with previously stated environmental standards by vacuum or mechanical sweeper.

16.3.1 The type of equipment used shall have been demonstrated to operate successfully on similar work.

16.4 When the contractor performs a milling operation abutting any and all curb and gutter, valley gutter and concrete paving, the area will be measured and paid for, under the Minor Milling item, by the actual linear feet milled using a standard width of (3’) three feet regardless of the actual width milled.

16.5 When the contractor performs a milling operation that abuts the curb and gutter, valley gutter or concrete paving extends to a width greater than (6’) six feet but less than the full width of the road, the contractor shall be paid under the Minor Milling item for actual length
milled by a standard width of (3’) three feet and shall be paid under the respective Major
Milling item for the actual length milled by the actual width milled beginning @ (6’) six feet
from the edge of the curb, valley gutter or concrete paving.

16.6 When the contractor performs a milling operation that abuts the curb and gutter, valley
gutter or concrete paving and encompasses the full width of the road, the contractor shall
be paid under the respective Major Milling item for the full width actually milled. No Minor
Milling shall be paid under these circumstances.

17. MAINTENANCE OF TRAFFIC. In addition to Section 104 of the Baltimore County Department of
Public Works Standard Specifications for Construction and Materials dated February 2000 the
following will apply:

17.1 Once the Contractor has received their “Notice to Proceed”, the Division of Traffic
Engineering will inventory the existing traffic control devices throughout the construction
area. Should it be necessary for any devices to be removed by the Contractor, his/her
personnel, or their subcontractor during construction, the Contractor shall be responsible
for the safe storage of these devices. Should they become damaged, defaced, lost, etc.,
the Contractor will be billed for replacement of the devices. The Contractor will also be
responsible for the installation of any devices removed during construction.

17.2 At the end of each workday, the Contractor is required to backfill and/or plate over all open
trench excavations.

17.3 The Contractor is to be responsible for the fabrication, installation and maintenance of all
traffic control devices. Said devices shall be in accordance with the Manual on Uniform
Traffic Control Devices. Also, the Contractor may be required to furnish additional signs
should conditions warrant. Regarding the control of traffic through work areas, Section “F”
pages 6F-1 through 6F-6 of The Manual on Uniform Traffic Control Devices shall be
utilized.

17.4 Request will be considered for working at night on paving at major intersections, and for
doing non-paving operations elsewhere on the project. Prior to approval of any night work,
the Contractor shall provide a listing of equipment and lighting to be used, including
maintenance of traffic requirements for night operations.

17.5 The Contractor must coordinate his/her construction sequence so that there will be a
minimum inconvenience to the traveling public. The Department of Public Works reserves
the right to restrict the Contractor’s operation at any time on any road where, in the opinion
of the Engineer, an undesirable traffic condition warrants the same. Traffic must be
maintained at all times by the Contractor.

17.6 Appropriate work zone traffic control and sufficient flagman shall be provided throughout
the Contract. For major traffic routes the traffic flow must be maintained in each direction
at all times. Alternate flow may be allowed with use of flagmen and appropriate work zone
traffic devices. On neighborhood streets the Contractor will be allowed to close a
maximum of two blocks of any street during the application of bituminous concrete. The
Contractor is to be responsible for road closure signs and proper marking of detour routes
during the construction period. These roads are to be marked to the satisfaction of the
Engineer prior to the commencement of work.

17.7 The item of “Maintenance of Traffic” will not be measured for payment and all cost,
therefore, shall be considered incidental to other items and included in the price bid for
them.
18. **UTILITIES IN ROADWAY.**

18.1 It shall be the Contractor’s sole responsibility to avoid disturbance or damage to any existing utility fixtures and any incurred damage will not be cause for additional Contractor compensation. Utility fixtures shall be thoroughly cleaned of all bituminous material immediately after the paver has passed over them.

19. **MEASURE AND PAYMENT.**

19.1 **HOT MIX ASPHALT RESURFACING, FURNISH AND INSTALL.**

19.1.1 Resurfacing or surface paving is not expected to be a significant part of this agreement. Paving on this project shall consist of the placement of bituminous concrete (HMA) of specified average thickness, generally laid in one course. In areas where needed, a leveling or wedge course will be used – as directed by the Engineer. The anticipated total thickness for single course resurfacing shall generally be 1.5”. The Engineer may determine a need to change the depth required. No additional compensation beyond the contract unit price will be paid due to such change. The depths are average depths that should be reasonably obtained by the Contractor. Significant differences may preclude full payment. Where two courses are used, the course may be a “scratch coat” and the second course shall be of uniform thickness. Payment for both courses will be made under the HMA Paving item. Payment is by the ton as delivered and placed from ticket weights.

19.2 **ADJUSTMENT OF EXISTING UTILITY FIXTURES.**

19.2.1 All utility fixtures shall be adjusted using bituminous concrete. Sanitary sewer, storm drain and water valve vault manhole rings and covers; inlet grates, gas valves, and roadway boxes; and other miscellaneous frames and covers shall be adjusted to ¼” below the finish paving elevation by the Contractor in advance of the resurfacing crews. Manholes not matching within the ¼” tolerances of this elevation are subject to being reset without any payment for the structure adjustment. Only those structures specifically authorized by the Engineer will be adjusted. See “Typical Detail for Adjusting Utility Frame” included in this proposal. It shall be the Contractor’s responsibility to insure the top of the manhole matches the plane of the finished paved surface. The Contractor shall also keep a daily log of manholes adjusted by type and location – submitted to inspector daily.

19.2.2 An opening shall be cut for manhole adjustment to the bottom of flange. Where two paving courses are used, utility adjustment shall be made after the first course has been placed. Utilities are not to be adjusted more than 5 working days in advance of scheduled resurfacing. The Contractor shall provide a temporary wedge course for the protection of all utilities adjusted as stated above. The Contractor is responsible for keeping all manhole channels free of any material used, or disturbed, in the adjusting operations.

19.2.2.1 Cost of excavation, disposal of material, adjustment of manhole or inlet frames, and refill shall be included in the price bid for this item.

19.2.3 Payment will be made for each fixture adjust. *Note that inlets and small water valve boxes are bid as separate items on this contract.

19.2.4 Manhole frames and covers found broken, or excessively worn so as to cause a loose fit of cover shall be replaced as directed by the Engineer. MANHOLE
ADJUSTING RINGS can be used if they conform to the following specification; and if the existing frame sits parallel to the new surface, and is in satisfactory condition.

19.3 CHIP EXISTING MANHOLES.

19.3.1 This item shall be used as directed by the Engineer to remove paving up to 1 1/2 inches in depth from around manholes suitably matching the proposed road surface. Material shall be removed to a distance, not exceeding 3 feet, from the manhole which will allow a minimum of 3/4 inches of new material to be placed in this area. Work may be accomplished by jack hammer, milling machine, heating or planning device, or by hand tools in such a manner that the integrity of the remaining paving is not destroyed. Payment will be made for each fixture designated “chip”.

19.4 ADJUSTMENT OF WATER VALVE BOXES.

19.4.1 5 1/4 inches inside diameter adjusting rings shall be used. Payment is for each valve box raised.

19.5 ADJUST EXISTING INLETS.

19.5.1 Inlets grates will be adjusted to final paving grade wherever a satisfactory tie-in to paving cannot be accomplished by milling or other means. Repair of the top 6” brickwork, if needed, shall be included. Payment for each inlet adjusted. Additional repair of brickwork, or replacement of broken frames or grates, will be on a force account basis.

19.6 MINOR MILLING OF EXISTING PAVING.

19.6.1 This item is intended to provide a truer paving plane where existing paving along gutter pans, inlet grates, and other limited areas are too high to accommodate a satisfactory tie-in. On this project payment will also be made for milling for heeling-in at paving termini. The minimum payment width shall be 18”, although milling widths may be directed up to 3’. Depth of milling will be from 3/4 inches to 1 1/2 inches as directed. Payment shall be by the square yard of surface area removed.

19.7 AGGREGATE BASE COURSE (ABC) FOR PAVING FAILURES, REMOVE AND REPLACE.

19.7.1 Where directed by the Engineer paving failures in the base course shall be removed and replaced in accordance with the included detail “REPAIR OF PAVEMENT FAILURE AREAS”. Material shall conform to Article 20.02.13 as added Nov. 6, 1992. If in the judgment of the Engineer, the failure is limited to the asphalt bound paving this item will not be used. Payment shall be by the ton of ABC as determined by computing the volume of excavation and assuming an aggregate weight of 0.065 tons per cubic foot; and will be considered full compensation for all material, cutting of pavement, hauling, and compaction.

19.8 HOT MIX ASPHALT (HMA) FOR PAVING FAILURES, REMOVE AND REPLACE.

19.8.1 Where directed by the Engineer paving failures in the asphalt bound paving course shall be removed and replaced in accordance with the included detail “REPAIR OF PAVEMENT FAILURE AREAS”. The Contractor is responsible for providing all traffic control required consistent with this operation. The Contractor shall procure the Engineer’s approval of methods before proceeding with these operations.
Payment shall be by the ton of HMA as determined by computing the volume of excavation and assuming a weight per cubic foot of 0.075 tons. Payment shall include all material, cutting of pavement, hauling, compaction, incidental work, and traffic control.

19.9 TACK COAT, FURNISH AND INSTALL.

19.9.1 Tack coat shall be applied to seal joints and cracks, bind edges, and as preparation for the Hot Mix Asphalt paving. The rate for surface preparation shall be between 0.04 and 0.10 gal. per S.Y., (non-residual) as directed. See also Preparation under “Construction Requirements” in these Special Provisions. Emulsified asphalt, Type AE-4 shall be supplied in accordance with Article 20.12 (including Refinery and Hauler Certifications). Payment will be by the gallon as measured per Section 33.03-4.

19.10 FURNISH AND INSTALL 6" INCH UNDERDRAIN(S).

19.10.1 The contract unit price per linear foot for “Installing 6 inch PVC Pip Drain(s)” shall include excavation, furnishing and placing all materials, backfilling with shredded topsoil, tamping, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item shall be included in the unit price bid for the item.

19.10.2 All connections and fillings used are considered incidental to the installation.

19.10.3 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

19.11 TOP SOIL, FURNISH AND INSTALL.

19.11.1 This shall consist only of placement of such material required at paving edges and concrete construction as directed by the Engineer to address changed conditions due to new work. Payment will be by the cubic yard per Article 36.03 as revised.

19.12 REMOVE AND REPLACE 4" CONCRETE SIDEWALK.

19.12.1 The contract unit price bid per square foot for “Removing and Replacing Concrete Sidewalk” shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

19.12.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards, as shown on drawing R-19, attached.

19.13 REMOVE AND REPLACE CONCRETE CURB AND/OR COMBINATION CURB AND GUTTER.

19.13.1 The contract unit price bid per linear foot for “Remove and Replace Concrete Combination Curb and Gutter” sections shall include removal and disposal of existing concrete and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, an for all labor equipment, tools, and incidentals necessary to complete
the item. This item will include both standard curb and gutter and modified curb
and gutter built to the face height and top width to match existing curb where
directed by this proposal or Engineer in the field.

19.14 REMOVE AND REPLACE SIDEWALK WITH CONCRETE PEDESTRIAN RAMP.

19.14.1 In instances where curb and gutter is to be replaced on the radius of a street
corner, pedestrian ramps are to be installed as directed by the Engineer in the
field. Excavation necessary to accomplish this shall be included in the unit price
of the bid item. Payment will be by the square foot.

19.15 CLASS 2 EXCAVATION.

19.15.1 This item shall be paid for at the contract unit price per cubic yard, which, price
and payment shall constitute full compensation for all excavation and hauling; for
the formation and compaction of embankments and backfills; for disposing of
excess and unsuitable materials; the preparation and completion of subgrade
and shoulders, except as otherwise specified; for rounded and transition slopes;
and for all labor, materials, equipment, traffic control, mobilization, and
incidental necessary to complete the item. Payment will not be made for the
excavation of any material which is used for purposes other than those
designated.

19.16 CONCRETE MOUNTABLE CURB, FURNISH AND INSTALL.

19.16.1 This item shall include excavation, furnishing and placing all materials, including
expansion material, backfilling, tamping, sod replacement, disposal of excess
material, and for all labor equipment, tools, and incidentals necessary to
complete the item. This item will include both standard curb and gutter and
modified curb and gutter built to the face height and top width to match existing
curb where directed by this proposal or Engineer in the field.

19.17 MOBILIZATION.

19.17.1 Mobilization is the initial set-up and final breakdown and removal of all equipment
used on the job site, including labor used in the set-up and breakdown. The
Contract price shall be for each job. The price per each covers both mobilization
and de-mobilization. Also included are labor, materials, tools, equipment,
supervision, and related costs to set-up and breakdown all equipment and
materials on the job.

19.17.2 Mobilization shall be measured and paid for on a per project basis. Payment shall
be full compensation regardless of the duration of the project or the requirements
for any and all mobilizations.

19.18 HMA SAW CUTTING FOR PAVING FAILURES.

19.18.1 For paving failures, the Hot Mix Asphalt repair shall be saw cut the full depth of
the asphalt and along the full perimeter of the failure. Payment shall be by the
linear foot.
19.19 SAW CUT – 2” DEPTH.

19.19.1 Portland cement concrete paving shall be saw cut to a minimum depth of 2” as directed by the Engineer for the purpose of removing a portion of existing paving. Payment shall be by linear foot.

19.19.2 A 2” minimum depth saw cut will be required for 4-7” thick concrete walks, concrete aprons, and for curb and gutter wherever a portion of a monolithic pour of concrete is to remain.

19.20 SEEDING AND MULCHING, FURNISH AND INSTALL.

19.20.1 This work shall consist of furnishing and placing fertilizer, temporary seed and mulch on cuts, fills, stockpiled topsoil, and subsoil areas.

1. Materials
2. Fertilizer  920.03.01
3. Mulch Binder  904.05 and 920.05.04
4. Seed  920.04.01 and 920.04.02
5. Mulch  920.05.03 and 920.05.04
6. Water  920.08.01

19.20.2 Seeding and mulching shall be done any time of the year, as directed by the Engineer. Grading and shaping operations may be required before seeding.

19.20.3 Application Rates

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>LB PER 1000 FT2 (kg/100m2)</th>
<th>LB PER ACRE (kg/ha)</th>
</tr>
</thead>
<tbody>
<tr>
<td>26) Temporary Seed Mix</td>
<td>2.9 (101)</td>
<td>125 (115)</td>
</tr>
<tr>
<td>29) Fertilizer (10-20-10)</td>
<td>17.2 (6.9)</td>
<td>750 (690)</td>
</tr>
<tr>
<td>32) Mulch (Straw or Hay)</td>
<td>91.8 (36.9)</td>
<td>4000 (3690)</td>
</tr>
<tr>
<td>35) Mulch Binder (Wood Cellulose Fiber)</td>
<td>17.2 (6.9)</td>
<td>750 (690)</td>
</tr>
<tr>
<td>41) or (b) Emulsified Asphalt</td>
<td>8.0 (32.7)</td>
<td>350 (3270)</td>
</tr>
</tbody>
</table>

19.20.4 Seeding shall consist of soil preparation, applying seed, fertilizer, and mulch. Soil shall be loosened from grading operations. Compacted soil surface shall be loosened as approved by the Engineer before seed is applied. Seeding, fertilizing, and mulching shall conform to 705.03.01 and 705.03.02. Straw mulching shall conform to 705.03.01 and 704.03.02. Wood cellulose mulching shall conform to 705.03.01 and 705.03.02.

19.20.5 Seeding and mulching shall be measured and paid for by the square yard. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work. Replacing mulch due to the Contractor’s negligence, as determined by the Engineer, shall be at the Contractor’s expense. After acceptance, mulch requiring replacement, as
directed by the Engineer, will be paid for as additional work or extra work. Contractor shall also note that at any time under the discretion of the Engineer, he/she will be responsible to remove any mulching material used to establish newly seeded areas.

19.21 CLASS I RIP RAP, FURNISH AND INSTALL.
   19.21.1 This shall include furnish and install Rip Rap and filter cloth in ditches and swales as directed by the engineer. Item to be paid at the per ton rate of in place quantity.

19.22 10" REINFORCED CONCRETE PAVING, FURNISH AND INSTALL.
   19.22.1 This item shall include furnish and install SHA Mix #6 concrete with #4 Re-bar tied, 12" on center. Item shall be paid on a Square Yard basis. All labor, equipment, tools and forms shall be considered incidental to the price bid for square yards of Reinforced Concrete Paving.

19.23 FURNISH AND INSTALL 4" CONCRETE SIDEWALK.
   19.23.1 The contract unit price bid per square foot for “Furnishing and Installing Concrete Sidewalk” shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.
   19.23.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards, as shown on drawing R-19.

19.24 FURNISH AND INSTALL SIDEWALK WITH CONCRETE PEDESTRIAN RAMP.
   19.24.21 In instances where curb and gutter is to be replaced on the radius of a street corner, pedestrian ramps are to be installed as directed by the Engineer in the field. Excavation necessary to accomplish this shall be included in the unit price of the bid item. Payment will be by the square foot.

19.25 BITUMINOUS CURB.
   19.25.1 This item will be measured on the basis of the length of bituminous curb satisfactorily constructed to the required cross section and accepted, and measurement will be made along the front face of the curb at the gutter line. No measurement will be made for any other items involved.
   19.25.2 This item will be paid for on the basis of the contract unit price per linear foot, complete in place and such price and payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the item as specified, including excavation and the placing and compaction of backfill.

19.26 REMOVE AND REPLACE 5" CONCRETE SIDEWALK.
   19.26.1 The contract unit price bid per square foot for “Removing and Replacing Concrete Sidewalk” shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.
19.26.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards, as shown on drawing R-19.

19.27 FURNISH AND INSTALL 5” CONCRETE SIDEWALK.

19.27.1 The contract unit price bid per square foot for “Removing and Replacing Concrete Sidewalk” shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

19.27.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards, as shown on drawing R-19.

19.28 LOT STRIPING.

19.28.1 All striping shall conform to the sample parking layout supplied as per B.C.Z.R. Section 409.8

19.29 MIX NO. 6 CONCRETE PAVING.

19.29.1 This item shall consist of new and/or remove and replacing various concrete structures such as curb openings, knee walls, steps and other types of concrete structures needed as directed by the Engineer.

19.29.2 The payment will be in full compensation for furnishing, placement and all materials, labor, equipment, tools and incidentals necessary to complete the work and shall be paid per cubic yard.

19.29.3 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

19.29.4 Using gray pigment mixed into the concrete before it is poured.

19.30 REMOVE AND RESET EXISTING BRICK PAVERS.

19.30.1 The Contract unit price per square ft. of “Brick Pavers” shall include furnishings and placing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

19.30.2 Standard 4” x 8” x 2-3/8” thick red brick paver with suitable grout material to meet the manufacturer’s recommended installation.

19.30.3 Pavers shall be suitable in strength for travel ways and walkways when placed on an appropriate sub-grade material.

19.30.4 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

19.30.5 The stamp shall be a cobblestone pattern using gray pigment mixed into the concrete before it is poured.
19.31 MILLING EXISTING PAVEMENT TO A DEPTH OF 4” OR LESS.

19.31.1 Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane machine. Roads in this contract may be milled only for the purpose of planing the road in areas prior to surfacing, and some roads may be milled in their entirety. A minimum of 2,000 square yards of milling shall be paid at each work location. Adjoining or nearby work areas may be considered as part of one work location. Payment shall be by the square yard removed.

19.32 MILLING EXISTING PAVEMENT TO A DEPTH OVER 4” AND LESS THAN 8”

19.32.1 Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane machine. Roads in this contract may be milled only for the purpose of planing the road in areas prior to surfacing, and some roads may be milled in their entirety. A minimum of 2,000 square yards of milling shall be paid at each work location. Adjoining or nearby work areas may be considered as part of one work location. Either 2” or less, and over 2” to 4” milling items shall be included together to reach the minimum square yardage of milling at a location. Payment shall be by the square yard removed.

19.33 PAVING FABRICS, FURNISH AND INSTALL.

19.33.1 This work shall consist of furnishing and placing an asphalt overlay textile (paving fabric) beneath a pavement overlay or between layers to provide a water resistant membrane and crack retarding layer.

19.33.2 Paving Fabric: The paving fabric will be a nonwoven material consisting of at least 85 percent by weight polyolefins, or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears and defects, which will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat bonded only on one side to reduce bleed-through of tack coat during installation. Fabric shall be Amoco’s Petromat Style No. 4597 or approved equal.

19.33.3 Tack Coat: The tack coat used to impregnate the fabric and bond the fabric to the pavement shall be a paving grade asphalt. A cationic or anionic emulsion may be used as approved by the Engineer. The use of cutbacks or emulsions which contain solvents shall not be used.

19.33.4 Shipment & Storage: The paving fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. At no time shall the paving fabric be exposed to ultraviolet light for a period exceeding fourteen days. Paving fabric rolls shall be stored in a manner, which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover. The paving fabric shall be labeled as per ASTM D 4873, “Guide for Identification, Storage, and Handling of Geotextiles”

19.33.5 Weather Limitations. Minimum air and pavement temperature shall be at least 50 degrees F and rising for placement of asphalt tack and shall be at least 60
degrees F and rising for placement of asphalt emulsion. Neither asphalt tack coat nor paving fabric shall be placed when weather conditions, in the opinion of the Engineer, are not suitable.

19.33.6 Surface Preparations: The pavement surface shall be thoroughly cleaned of all dirt, water, and oil to the satisfaction of the Engineer. Cracks 1/8 inch wide or greater shall be cleaned and filled with suitable bituminous material or by a method approved by the Engineer. Crack filling material shall be allowed to cure prior to paving fabric placement. Potholes and other pavement distress shall be repaired. Repairs shall be performed as directed by the Engineer.

19.33.7 Tack Coat Application: The tack coat shall be spread by means of a calibrated distributor spray bar. Hand spraying and brush application may be used in locations of fabric overlap. Every effort shall be made to keep hand spraying to a minimum. The tack coat shall be applied uniformly to the prepared dry pavement surface at the rate of 0.20 to 0.30 gallons per square yard or as recommended by the paving fabric manufacturer and approved by the Engineer. When heavy duty paving fabrics are installed, the tack coat application rate must be increased to 0.30 to 0.40 gallons per square yard or as recommended by the paving fabric manufacturer and approved by the Engineer. When using emulsions, the application rate must be increased as directed by the Engineer to offset the water content of the emulsion. Within street intersections, on steep grades, or in other zones where vehicle speed changes are commonplace, the normal application rate shall be reduced by about 20 percent as directed by the Engineer but to no less than 0.20 gallons per square yard or 0.30 gallons per square yard for heavy duty paving fabrics. The tack coat application rate must be sufficient to saturate the fabric and to bond the fabric to the existing pavement surface. AC-10 or AC-20 asphalt (dependent on temperatures) must be used.

19.33.8 The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum temperature shall be 290 degrees F. To avoid damage to the fabric, distributor tank temperatures shall not exceed 325 degrees F. For asphalt emulsions, the distributor tank temperatures shall be maintained between 130 degrees F and 160 degrees F.

19.33.9 The target width of tack coat application shall be equal to paving fabric width plus six inches. The tack coat shall be applied only as far in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.

19.33.10 Paving Fabric Placement: The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding. The paving fabric shall be placed prior to the tack coat cooling and losing tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a thickness of less than 1.5 inches. Excess paving fabric which extends beyond the edge of
existing pavement or areas of tack coat application shall be trimmed and
removed.

19.33.11 When asphalt emulsions are used, the emulsion shall be allowed to cure
properly such that essentially no water moisture remains prior to placing the
paving fabric. Wrinkles or folds in excess of one inch shall be slit and laid flat.
All transverse joints and slit folds or wrinkles shall be single-lapped in the
direction of the paving operation. Brooming and/or pneumatic rolling will be
required to maximize paving fabric contact with the pavement surface.
Additional hand-placed tack coat may be required at laps and repairs as
determined by the Engineer to satisfy asphalt retention of the lapped paving
fabric.

19.33.12 ALL AREAS WITH PAVING FABRICS PLACED WILL BE PAVED THE SAME
DAY. NO TRAFFIC EXCEPT NECESSARY CONSTRUCTION EQUIPMENT
WILL BE ALLOWED TO DRIVE ON THE PAVING FABRIC THE SAME DAY
AND NO TRAFFIC REQUIREMENTS MAY BE WAIVED BY THE ENGINEER
IN SPECIFIC CIRCUMSTANCES.

19.33.13 Turning of the paver and other vehicles shall be done gradually and kept to a
minimum to avoid movement and damage to the paving fabric. Abrupt starts
and stops shall also be avoided. Damaged fabric shall be removed and
replaced with the same type of fabric. Overlaps shall be shingled-lapped in the
direction of paving. Additional tack coat shall be placed between the overlap to
satisfy saturation requirements of the fabric. Overlaps shall be sufficient to
ensure full closure of the joint but not exceeding six inches. Wherever traffic
must be maintained the contractor is fully responsible for traffic control, signing,
pre-approved detours, and slipping conditions.

19.33.14 Overlay Placement: Asphalt overlay construction shall closely follow fabric
placement. All areas in which paving fabric has been placed will be paved
during the same day. Excess tack coat which bleeds through the paving fabric
shall be removed. Excess tack coat can be removed by broadcasting hot mix or
sand on the paving fabric. Excess sand or hot mix should be removed before
beginning the paving operation. In the event of rainfall on the paving fabric prior
to the placement of the asphalt overlay, the paving fabric must be allowed to
dry completely before asphalt is placed. Overlay asphalt thickness shall meet
the requirements of the contract drawings and documents. Overlay asphalt
thickness shall not be less than 1.5 inches in areas of paving fabric installation.

19.33.15 The paving fabric including tack coat will be measured by the square yard. The
accepted quantities of paving fabric will include the cost of tack coat and will be
paid for at the contract unit price per square yard in place.

20. Certain items in the proposal may be substantially increased or decreased or eliminated from the
contract. Payment for each item will be determined by the actual quantity used at the unit price
regardless of the increase or decrease in quantity from that shown in the proposal. Neither party
to the contract shall make claims for additional compensation because of any increase, decrease or elimination of such item or items.
Baltimore County, Maryland
Request for Bid No. B-1539
Parking Lots, Maintenance and Repair Services, On-Call
Due Date: 09/28/20, Time: 2:30 P.M.

Bid/Proposal Signature Cover Page

Submission of a bid/proposal in response to this solicitation evidences the bidder’s acceptance of the terms and conditions therein. This page must be properly signed by an authorized official in the firm who represents and warrants acceptance of all terms and conditions of the request for bid / request for proposal. The person signing the bid/proposal must initial any alterations in figures on this form in ink.

Company Name:______________________________________________________________

Address:___________________________________________________________________

________________________________________(City)________________________(State)________________________(Zip Code)

Telephone:__________________________Fax:_______________________________

Signed:____________________________Date:_______________________________

Print Name:_________________________Title:_______________________________

TAX ID NUMBER (FIN/SS#)________________________EMAIL:________________________

Is your firm in compliance with all applicable laws and regulations relating to the employment of 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:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

The person signing the bid/proposal must initial any alterations in figures on this form in ink.

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

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

_______ We do not offer this commodity/service.

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

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

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

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

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County’s web site at http://www.baltimorecountymd.gov/purchasing.
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY /SERVICE DESCRIPTION</th>
<th>QUANTITY FROM/TO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>COMMODITY CODE: 913-27 Resurfacing, hot mix asphalt (HMA), furnish and install as per specifications.</td>
<td>2,000 Ton</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>COMMODITY CODE: 913-27 Utility fixtures, existing, adjust, as per specifications.</td>
<td>50 Each</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>COMMODITY CODE: 913-27 Manholes, existing, chip, as per specifications.</td>
<td>25 Each</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>COMMODITY CODE: 913-27 Valve, water, with ring, 5 1/4&quot;, adjustment, as per specifications.</td>
<td>25 Each</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>COMMODITY CODE: 913-27 Inlets, adjust and repair, as per specifications.</td>
<td>75 Each</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>COMMODITY CODE: 913-27 Milling, paving, minor, as per specifications.</td>
<td>1,500 SqYd</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>COMMODITY CODE: 913-27 Aggregate base course, for paving failures, furnish and install, as per specifications.</td>
<td>125 Ton</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>COMMODITY CODE: 913-27 Hot mix asphalt (HMA), for paving failures, furnish and install, as per specifications.</td>
<td>500 Ton</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>COMMODITY CODE: 913-27 H Tack coat, furnish and install, as per specifications.</td>
<td>100 Gal</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>COMMODITY CODE: 913-27 Pipe, underdrain, furnish and install, as per specifications.</td>
<td>200 LnFt</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>LINE NO.</td>
<td>COMMODITY CODE: 913-27</td>
<td>QUANTITY FROM/TO</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------</td>
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<td>------</td>
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<td>-----------------</td>
</tr>
<tr>
<td>11</td>
<td>Top soil, furnish and install, as per specifications.</td>
<td>500</td>
<td>CuYd</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>12</td>
<td>Sidewalk, 4&quot;, concrete, remove and replace, as per specifications.</td>
<td>500</td>
<td>SqFt</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>13</td>
<td>Curb and gutter, combination, remove and replace, as per specifications.</td>
<td>500</td>
<td>LnFt</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>14</td>
<td>Sidewalk, 4&quot;, concrete, with pedestrian ramp, remove and replace, as per specifications.</td>
<td>1500</td>
<td>SqFt</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>15</td>
<td>Excavation, class 2, as per specifications.</td>
<td>150</td>
<td>CuYd</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>16</td>
<td>Curb, mountable, concrete, furnish and install, as per specifications.</td>
<td>200</td>
<td>LnFt</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>17</td>
<td>Mobilization, per crew, per day, as per specifications.</td>
<td>30</td>
<td>Day</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>18</td>
<td>Saw cutting, HMA, for paving failures.</td>
<td>250</td>
<td>LnFt</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>19</td>
<td>Saw cut, pavement, 2&quot; minimum depth, as per specifications.</td>
<td>250</td>
<td>LnFt</td>
<td>$__________</td>
<td>$__________</td>
</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>
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<td>-----------------</td>
</tr>
<tr>
<td>20</td>
<td>Seed and mulch, furnish and install, as per specifications.</td>
<td>400</td>
<td>SqYd</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>21</td>
<td>Class I Rip Rap, furnish and install, as per specifications.</td>
<td>100</td>
<td>Ton</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>22</td>
<td>Concrete paving, 10&quot;, reinforced, furnish and install, as per specifications.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>23</td>
<td>Paving, Bituminous, Blanket Encumbrance for purchase of line items listed on this contract.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>24</td>
<td>Install new sidewalk per specifications.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>25</td>
<td>Install new sidewalk with pedestrian ramp.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>26</td>
<td>Install bituminous curb as per specifications.</td>
<td>200</td>
<td>LnFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>27</td>
<td>Remove &amp; replace 5&quot; sidewalk per specifications.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>28</td>
<td>Install new 5&quot; sidewalk per specifications.</td>
<td>500</td>
<td>SqFt</td>
<td>$_________</td>
<td>$_________</td>
</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>
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</tr>
<tr>
<td>29</td>
<td>COMMODITY CODE: 913-27 Striping of newly paved parking lot per specifications.</td>
<td>1,500</td>
<td>LnFt</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>30</td>
<td>COMMODITY CODE: 913-27 Misc. Mix #6 concrete work.</td>
<td>50</td>
<td>CuYd</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>31</td>
<td>COMMODITY CODE: 913-27 Remove and reset existing brick pavers per specifications.</td>
<td>50</td>
<td>SqFt</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>32</td>
<td>COMMODITY CODE: 913-27 Test pit excavation.</td>
<td>50</td>
<td>Each</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>33</td>
<td>COMMODITY CODE: 913-27 Milling of existing pavement 4&quot; or less as specifications.</td>
<td>1,000</td>
<td>SqYd</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>34</td>
<td>COMMODITY CODE: 913-27 Milling existing pavement over 4&quot; and less than 8&quot; per specifications.</td>
<td>400</td>
<td>SqYd</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>35</td>
<td>COMMODITY CODE: 913-27 Install paving fabric per specifications.</td>
<td>1,500</td>
<td>SqYd</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>36</td>
<td>COMMODITY CODE: 913-27 Remove and reset parking bumper, precast concrete, as per specifications.</td>
<td>250</td>
<td>Each</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>37</td>
<td>COMMODITY CODE: 913-27 Furnish and install parking bumper, precast concrete, as per specifications.</td>
<td>250</td>
<td>Each</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

GRAND TOTAL $________________

COMPANY NAME: ____________________________________

FED ID OR SOCIAL SECURITY NO. ______________________