REQUEST FOR BID NO. B-1542

CHILLER MAINTENANCE, BALTIMORE COUNTY FACILITIES, TERM CONTRACT

Due Date: 09/22/20, Time: 2:30 PM
Pre-Bid Conference: 09/01/20, 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.

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BIDDER CHECK LIST

___ Have you signed your bid?
___ Have you signed the Procurement Affidavit?
___ Have you filled out all applicable forms?
___ Have you returned the original? (and required duplicate copies when required?)
___ Have you signed and returned amendments?
___ Have you included the bid bond, if required?
___ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
___ Have you included and verified the complete electronic version (CD) of your bid?
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BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1542
CHILLER MAINTENANCE, BALTIMORE COUNTY
FACILITIES, TERM CONTRACT

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1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

5. Competition

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

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

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

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

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

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

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

6. Terminations

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

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

8. Minority/Women’s Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the Executive Order 2017-003 dated July 27, 2017, “an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms.” Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE’s and Small Businesses are encouraged to respond to this solicitation.

9. Authority

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

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

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant 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]
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: ______________________________________________________

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

(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://mwwx.org). 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://mwwx.org), complete the [First Source Hiring Description Form](#) and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

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

**Helpful Tips:**
Businesses that qualify are asked to post their openings with Baltimore County’s First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County’s workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.
Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

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

**SIDE 1**

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

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

2. Business name, if different from above

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>ZIP Code</td>
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</tbody>
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Remittance Address, if different from above

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

Contact Person

<table>
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<tr>
<th>Title</th>
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Phone Number

| (     ) - Ext: (     ) - |

Fax Number

| (     ) - |

E-mail address

Taxpayer Identification Number (TIN)

<table>
<thead>
<tr>
<th>Social Security Number</th>
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**OR**

<table>
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<tr>
<th>Employer Identification Number</th>
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</table>

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)**

<table>
<thead>
<tr>
<th>Individual</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Partnership</td>
</tr>
<tr>
<td>Other: (explain)</td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:**

Under penalties of perjury, I certify that:

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

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

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

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

# Type of Business/Organization

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

# Incorporation

| Incorporation State: ___________________________ | Date Business Started _______ / _______ / _______ |

# Signature

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

Signature: ____________________________
Title: ____________________________
Date: ____________________________
BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

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

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

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

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

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

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

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

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

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

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

2.2 Automobile Liability Insurance

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

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

2.3 Workers' Compensation and Employers' Liability Insurance

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

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

1. SCOPE OF WORK

1.1 It is the intention of these specifications that the Contractor hereunder shall furnish the necessary labor, equipment, materials, supervision, tools, and all related incidentals required to maintain and provide preventive maintenance, minor repairs, and emergency response to the chillers at the identified locations. The County reserves the right to add additional locations to this agreement.

1.2 Trouble shooting and problem diagnosis of this equipment shall be covered by this maintenance agreement.

1.3 The Contractor shall follow the operation and maintenance instructions which are furnished by the manufacturer/supplier for this equipment, however, the successful operation of this equipment is the primary goal even if it means that the manufacturer’s/supplier’s operating and maintenance standards must be exceeded to attain that goal. In no case shall preventative maintenance be less than that which is described in these specifications. With regard to this contract, the Property Management Division Manager (PMDM) or his/her designated representative (410-887-3861) will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the PMDM, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon. Permits, licenses, and taxes shall be the responsibility of the general contractor at no cost to the County.

1.4 All work, replacement parts, materials, supplies, and workmanship shall be subject to the approval of the PMDM.

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

1.6 Baltimore County reserves the right to make inspections and tests as deemed advisable to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the requirements herein specified are not being satisfactorily maintained, Baltimore County may immediately demand that the Contractor place this equipment in a condition to meet those requirements and/or require that the Contractor comply fully with the scope of work, tasking/repair assignment, or specification not being satisfied by the Contractor. If the Contractor fails to comply with such demands, within a reasonable time, Baltimore County may, by verbal or written notice to the Contractor, terminate his right to proceed further with this work. In such event, Baltimore County may take over the work and bring it to a completion, by contract or otherwise, and the Contractor and his sureties shall be liable to Baltimore County for any additional cost occasioned by Baltimore County.
At this point the Contractor may be considered in default and the contract terminated. Any additional costs to Baltimore County in bringing any work defaulted by the Contractor to completion shall be assessed against any and all outstanding invoices.

2. **TERM OF AGREEMENT.**

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

2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

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

3. **METHOD OF 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 Bidders will be required to provide at least three (3) references of similar sized and scoped contracts during the past three (3) years.

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. **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 general 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 general 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.

7. **GUARANTEES.**

7.1 All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of two (2) years from the date of acceptance of the system by the County against any and all defects in materials, workmanship, and installation.

8. **INSURANCE.**

8.1 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.

8.2 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.

8.3 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.

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 and include signed time sheets with time in and time out, material backup with receipts. Authorization to pay invoices will be given by the PMDM, or his/her authorized representative (410-887-3861), prior to payment of invoices. 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. 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 then 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. QUALIFICATION OF BIDDERS

10.1 The minimum qualifications for bidding on this solicitation are as follows:

10.1.1 All prospective bidders must have had a minimum of five (5) years successful experience in fully maintaining and repairing the same or similar manufacturer and model chillers.

10.1.2 Having personnel with the minimum years’ experience in lieu of the company itself is unacceptable. The bidder must comply with the experience qualifications as a company. Any bidder submitting in this fashion shall be deemed non-responsible and rejected.

10.1.3 Each bidder shall submit a list of personnel who will perform maintenance and repairs under this agreement. In addition to the bidder’s required experience as a company, each of the bidder’s mechanics assigned to work under this agreement must be factory trained and have a minimum of five (5) years’ experience in working on the same or similar manufacturer and model chillers.

10.1.4 Key Personnel Guarantee. If during the term of this agreement, the Contractor changes any member of the initial staff presented in their proposal, that member must be replace by a worker of equal qualifications. Equal qualifications means that the replacement worker’s experience and training must be minimally (in terms of time) equal to his/her predecessor’s experience and training background. The Contractor will have thirty (30) days to replace the departed worker. If the Contractor does not comply with this time table, Baltimore County reserves the right to terminate the contract for default.

11. QUESTIONS AND INQUIRIES; ADDENDA

11.1 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.

11.2 Any inquiries relative to this bid should be directed to Gabby Johnson, the Buyer, at, gjohnson@baltimorecountymd.gov, 410-887-2241.

11.3 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.

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

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

12.1 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

13. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

13.1 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:

13.1.1 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

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

13.1.3 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

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

14. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE). The resulting minority and women business participation requirement for this contract is 0%.

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15. ELECTRONIC SUBMITTAL PROCESS.

15.1 The cost of preparing Bids is the responsibility of Bidders.
15.2 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.

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

15.3 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.

15.4 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 15.3, 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.

15.5 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.

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

16. **“SAMPLE” FORM CONTRACT**

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

16.2 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the vendor non-responsive.

16.3 All Offeror’s further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.
1. **EQUIPMENT.**

1.1 Public Safety Building, 700 E. Joppa Road, Towson, MD 21286: Two (2) chillers, Trane Centrifugal Chillers, Model # CVHE450, Serial Nos. L05B00757 and L05B00758.

1.2 County Office Building, 111 W. Chesapeake Avenue, Towson MD, 21204: One (1) chiller, York Centrifugal Chiller, Model #YTL3L3E1CNG, Serial No. GADM1171258.

1.3 Jefferson Building, 105 W. Chesapeake Avenue, Towson MD, 21204: Two (2) chillers, main chiller, York Centrifugal, Model #YTA2B2B2CGE, Serial No. GCCM954452; auxiliary chiller, York Packaged Air Cooled, Model #YLAA0070SE46, Serial No. 2CVM003176.

1.4 Historic Court House 400 Washington Avenue, Towson, MD 21204: One (1) chiller, Trane Packaged Air Cooled, Model #CGAM070F2E02AXD2, Serial No. U11L26361.

1.5 Circuit Courts Building, 401 Bosley Avenue, Towson MD, 21204: One (1) chillers total, one (1) Airstack Multi-Stack Air Cooled Modular, Model #ASP30X2HA1

1.6 Eastern Family Resource Center, 9100 Franklin Square Drive, Rosedale MD, 21237: One (1) chiller, Trane Centrifugal, Model #PVCCV1FC3D4, Serial No. L4F18010

1.7 Cockeysville Police, 111 Wight Avenue, Cockeysville MD.: One (1) chiller, Trane Model #CGWD020GCJ0HAT101FFBUHG, Serial No. V00E08944

1.8 Wilkens Police, 901 Walker Avenue, Catonsville MD: One (1) chiller, Carrier Model # 30HK020550, Serial No. 0971027

1.9 Dundalk Police, 428 Westham Way, Dundalk MD: One (1) chiller, Daiken Model # AQS190CDSEVNN-ER10, Serial No. STNU150400114

1.10 Human Resources, 308 Allegheny Avenue, Towson MD: One (1) chiller, Johnson Model # YLAA0058HE 17ZFBSDTX, Serial No. 11531C64629926

1.11 North Point Library, 1716 Merritt Boulevard, Dundalk MD: One (1) chiller, Trane Model # RTAA1104YM01A3D1ABFHN, Serial No. U01J01971

1.12 Rosedale Library, 6105 Kenwood Avenue, Rosedale MD: One (1) chiller, Carrier Model # 30GTR060-E-531FH, Serial No. 4403F62529

1.13 Randallstown Library, 8604 Liberty Road, Randallstown MD: One (1) chiller, Trane Model # RTAA070AYR01ACD2ANED, Serial No. U05H03386

1.14 Parkville Police, 8532 Old Harford Road, Parkville MD: One (1) chiller, Carrier Model # 30RBA0906-0B703, Serial No. 2003Q81564

1.15 Pikesville Police, 215 Milford Mill Road, Pikesville MD: One (1) chiller, Carrier Model # 30GTR090E74023, Serial No. 0805F07724
1.16 Woodlawn Police, 6424 Windsor Mill Road, Woodlawn MD: One (1) chiller, Carrier Model # 30GTR090S521PT, Serial No. 0603F15722

1.17 Franklin Police, 606 Nicodemus Road, Reisterstown MD: One (1) chiller, Trane Model # CFAM070F, Serial No. 0266

2. MAINTENANCE AND MINOR REPAIRS.

2.1 The Contractor shall perform maintenance and minor repairs to chillers in accordance with the specifications. Major repairs are not included in this agreement, however, trouble shooting and problem diagnosis are the responsibility of the Contractor. All costs of maintenance, minor repairs, trouble shooting, and problem diagnosis are included in this agreement.

2.2 It shall be the contractor’s responsibility to maintain the chiller (main body and all components attached to the body) and ancillary components (including but not limited to equipment such as refrigerant monitors, evacuation systems) in a manner that causes the machine to be fully functional in accordance to manufacturer’s and industry standards.

3. PRE-BID CONFERENCE.

3.1 A pre-bid conference will be held on Tuesday, September 1, 2020 at 10:00 a.m. via WebEx Meeting. 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.

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

4. WORK PROCEDURES, INTERRUPTIONS, PROPERTY PROTECTION.

4.1 All work must be performed between the hours of 7:00 a.m. and 3:30 p.m. It shall be the Contractor’s responsibility to see that materials, parts, tools, and equipment are delivered within or adjacent to the area of installation or repair as specified by the county. This includes all rigging that may be necessary to complete work.

4.2 All work can be accomplished during the weekdays Monday through Friday excluding County holidays:

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

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

4.4 The Contractor is responsible to protect all existing and newly installed work, materials, equipment improvements, utilities, structures, and vegetation at all times during the course
of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the PMDM, or his designated representatives, and the property owner.

4.5 All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.

5. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.

5.1 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.

5.2 The Contractor will notify the PMDM 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 an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

6. DEMOLITION AND DEBRIS REMOVAL. Debris, Used Oil and Refrigerant Disposal: The Contractor is responsible to remove from the site, at no additional cost to the County, contaminated refrigerant oil, and/or lubricants. This also includes, but is not limited to, debris generated by servicing and/or replacement of defective parts and equipment. Contractor is responsible to adhere to the Federal Clean Air Act legislation for CFC and HCFC refrigerant guidelines and procedures. The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by Baltimore County representative shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

7. UTILITIES. Baltimore County shall make available all required utilities to the contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor’s expense. Planned interruptions under this contract shall be coordinated with the chief of PMDM office at least one (1) day in advance of the expected occurrence.

8. POTENTIALLY HAZARDOUS MATERIALS. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person’s health, a Material Safety Data Sheet (MSDS) must be submitted 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.

9. CODES AND REGULATIONS.

9.1 All workmanship and materials must comply with the manufacturer’s recommendations and the following codes and regulations, latest editions:

9.1.1 All Baltimore County Codes and Regulations.
9.1.2 BOCA Building Code.

9.1.3 AHRI—Air Conditioning, Heating and Refrigeration Institute
2111 Wilson Blvd. Suite 500, Arlington, VA 22201
703-524-8800
www.ahrinet.org

9.1.4 ASHRAE—American Society of Heating, Refrigerating & Air Conditioning Engineers, Inc.
1791 Tullie Circle, N.E., Atlanta, GA 30329
404-636-8400
www.ashrae.org

9.1.5 NEC-National Electrical Code (by NFPA)
1 Battery March Park, Quincy, MA 02169
617-770-3000
www.nfpa.org

9.1.6 UL-Underwriters Laboratories, Inc.
2600 N.W. Lake Road, Camas, WA 98607
877-854-3577
www.ul.com

10. WORK ORDERS AND EQUIPMENT LOG.

10.1 The Contractor shall provide a work order for each service call. Each work order shall state the services being performed, the chiller serial number, and the time and date of the service call. The work orders must be signed by the Baltimore County contact person at the job site. One copy should be given or emailed to that contact person and one retained for the Contractor’s files. E-mail service tickets to the designated County personnel.

10.2 The Contractor shall provide and maintain a service log, on site, for each chiller and log-in the required information as specified in the tasking procedures.

10.3 The Contractor shall provide a monthly service schedule to the PMDM or his designated representative. All routine work must be scheduled in advance.

11. WORK PROCEDURES.

11.1 All maintenance services, and minor repairs should be performed in accordance with the manufacturer’s recommendations and procedures manual, and ASHRAE Standards (most current edition). All scheduled maintenance or repair services involving shutting down the chiller(s) shall be submitted to the PMDM or his designated representatives for approval, prior to the execution of the job with at least 5 days notification.

11.2 Minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routing expendable parts, controls, switches and indicator lamps. The contract includes all minor repairs.

11.2.1 The contractor is responsible to check for TSB’s (technical service bulletins) from each equipment manufacturer. Supply proposal for any required work that is
outside of normal maintenance. Perform any maintenance actions as directed by the TSB.

11.3 The contractor shall also perform an Eddy Current Test every five years. The primary objectives of the Eddy Current Test for the condenser and cooler tubes in the chillers are:

11.3.1 To monitor the existence of damaging mechanisms like corrosion, erosion, stress cracking, vibration wear, fatigue, or chemical attacks inside and outside of the tubes.

11.3.2 To detect existence of inside diameter pitting, tube support wear, stress, corrosion cracks, fatigue cracking, or freeze bulging and cracking.

11.3.3 To analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which could disable the chiller.

11.3.4 Reports to be submitted to Baltimore County PMDM or authorized representative.

11.3.5 The Eddy Current instrument (the oscilloscope and the recorder) shall have been calibrated within 12 months prior to the inspection. Contractor shall have an established calibration procedure and make calibration records available, if requested by the PMDM.

11.4 Internal tube brush cleaning and visual tube inspection of the heat exchanger water side tubes are to be performed in accordance with the following schedule: Condenser – once per year. Cooler – once every 5 years. Absorber – once per year. Tube cleaning - once per year.

11.5 In the manufacturer’s maintenance procedures, under the section marked, “Refrigerant Charge Adjustment”, the Contractor shall make the adjustment as needed as part of the required maintenance.

11.6 Personnel to be used in performance of work will be required to pass background checks for certain county buildings by Baltimore County Police Dept. and/or Baltimore County Sheriff’s Dept.

11.7 All inspection personnel shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A. All personnel taking and evaluating data shall be certified to Level II or higher or shall be under the onsite supervision of a Level III certified person. Final data analysis and onsite supervision of all work shall be performed by a person certified to SNT-TC-1A Level III or registered professional engineer.

11.8 The contractor’s personnel shall check in and check out with the PMDM or authorized representative.

11.9 Analysis of Results and Reporting

11.9.1 The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected, to assure timely corrective action. An approximate percent and thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (i.e.: pitting, wear,
external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.

11.9.2 Tubes considered potential leakers shall be marked on the unit at the time of inspection to facilitate corrective action.

11.9.3 At the time of this analysis and data accumulation, the County may have the Contractor effect any repairs or replacement of defective tubes.

11.9.4 A final report shall be submitted, in duplicate, within 15 days of the completion of the inspection. The report shall include, as a minimum:

11.9.4.1 An introductory statement, identifying the serial number of the unit inspected, date of inspection, location and any other pertinent background data.

11.9.4.2 A numerical, tabulated system of the inspection results and a written summary descriptive of the results.

11.9.4.3 A plot of the results, on a tube sheet layout drawing or sketch.

11.9.4.4 Typical Eddy Current records (strip-charts), illustrating the type and distribution of the damage encountered.

11.9.4.5 Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results.

11.9.4.6 Detailed inspection equipment calibration information such that the results of re-inspections can be correlated with the previous inspections. This will include specifying equipment used, calibration tube details, instrument setting, and sensitivities utilized.

11.9.4.7 Data sheets for all tubes inspected. Original copies of the strip-chart records for all tubes shall be forwarded with the report, but need not to be bound with the reports.

11.9.4.8 Recommendations for corrective measures to prevent tube failures.

11.9.4.9 A list of those tubes, which may have been replaced.

11.9.4.10 The reports shall be approved by the Level III person or professional engineer who supervised the inspection.

11.9.5 Review and follow manufacturer's recommendations for startup.

11.9.6 Each month the assigned mechanic will use an infrared hand held detector to show any hot spots in the chiller motor starter or at the motor terminals, and correct the cause.

11.9.7 During the August inspection the assigned chiller mechanic shall remove an oil sample for a wear metals analysis.
11.10 Monthly Inspection and Maintenance

11.10.1 Check amperage of motor.

11.10.2 Adjust operating and safety controls.

11.10.3 Check operations of purge.

11.10.4 Check operation of starter.

11.10.5 Check operation of control circuit.

11.10.6 Check refrigerant and oil levels.

11.10.7 Record operating temperatures, amps, volts and control settings.

11.10.8 Fill out inspection report and report and deficiencies observed.

11.10.9 Inspect all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment. The Contractor shall perform all maintenance and minor repairs in full conformance to the manufacturer’s maintenance procedures.

11.10.10 Check all safety switches and alarms for proper operation. This shall include but not limited to: high-pressure cutoff, low-pressure cutoff, low oil pressure switch, oil pump timers, flow switches, pump interlocks, system monitor timers, system freeze stats, vane closing switches, system freeze pumps.

11.10.11 Check compressor operating controls: temperature control stats, motor load limit controls, vane operating controls, variable frequency drive units (where applicable).

11.10.12 Check compressor operating: performance evaluation, check amperage balance, check terminal lug torque, check lubricating system oil levels and temperatures, check vane operation under various loaded conditions, check operation of expansion valve superheat settings, check and evaluate performance of purge compressor unit (where applicable).

11.10.13 Check operation of chiller unit: leak check compressor fittings and terminals, leak check purge compressor (where applicable), leak check oil pump and fittings, leak check relief valves and rupture disk.

11.10.14 Check operation of main starter: examine contacts on all electrical connections, verify overload and trip settings, test all electrical connections, control panel and freq. drives.

11.10.15 Inspect electrical connections.

11.10.16 Check relays, operating, and safety controls.

11.10.17 Take and record water side pressure drops across vessels.

11.10.18 Inspect vibration eliminators and inspect water piping for leaks.
11.10.19 Check head pressure control operation for tower fans and/or bypass valve.

11.10.20 Review owner’s log for trend that may negatively impact operation. Report any adverse conditions found.

11.10.21 Run chiller and analyze log readings and report adverse conditions.

11.10.22 Record unusual noises and vibrations.

11.10.23 Record refrigerant and oil level in sightglass.

11.10.24 Fill out inspection report and report if deficiencies are observed. Monthly report must be sent to PMDM.

11.11 Yearly Start-Up and Shut Down. In addition to seasonal monthly maintenance, the contractor shall perform the annual inspections which shall be: One spring start up inspection to be completed by March 15th at the latest (chillers need to be capable of operation by April 1st), one fall maintenance inspection/shut down to be completed by November 15th or as permitted by the Chief of Property Management or his designated representatives in writing. The contractor must be present for the initial startup.

11.11.1 Start and check operation. Report any deficiencies observed.

11.11.2 Shut down unit and isolate from main building water systems.

11.12 Annual Preventative Maintenance and Inspection.

11.12.1 The Contractor shall perform all preventive maintenance in full conformance to the manufacturer’s recommended maintenance procedures.

11.12.2 Internal tube brush cleaning and visual tube inspection of the heat exchanger water side tubes are to be performed in accordance to the following schedule: Condenser – once per year. Cooler – once per every five (5) years. Tube cleaning – once per year.

11.12.3 Oil analysis: this will include a full spectrum analysis to be collected under EPA guidelines. The spectrochemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, leak, silicon, tin and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.

11.12.4 Test relief valve piping outlets.

11.12.5 A leak check will be conducted to detect any refrigerant leaks.

11.12.6 All electrical terminals are tightened and checked for evidence of overheating.

11.12.7 All mechanical contactor contacts are checked for overheating and to ensure enough surface is left for proper electrical contact.

11.12.8 The Windings of the main motor & oil pump motor are checked for continuity and for insulation leakage to ground by a megger.
11.12.9 The motor terminals are checked for tightness and signs of overheating.

11.12.10 Each manufacturer’s maintenance guideline specifications are followed to ensure proper annual maintenance. (for high or low pressure refrigerants)

11.12.11 Submit an annual report to the PDMD or authorized representative. The report should include findings noted above, as well as a recommended replacement date with reasons for the recommended date.

12. **EMERGENCY CALLS: FOR ALL LOCATIONS.**

12.1 Emergency calls and all unscheduled service shall be provided when requested by the PMDM, or his authorized representative. If the Contractor performs an emergency repair, the Contractor may invoice the County for the work. The Contractor’s charge for the work shall be negotiated between the Contractor and the County in a fair and equitable manner based on the Master Agreement rates. This charge is in addition to the regular contract pricing. If the Contractor performs any preventative maintenance covered under the contract specifications and scope of work, the cost of the work is covered by the regular contract pricing. Labor does not include travel time.

12.2 The Contractor shall be available for emergency calls 365 days per year, 24 hours per day. The Contractor shall have a mechanic on the job site within two (2) hours after receiving a request for emergency service. The Contractor must provide telephone/cell phone number and email where a designated representative can be contacted in case of emergency. Failure to respond to an authorized emergency call within (30) minutes shall be considered to be unsatisfactory service under the terms of this contract and may result in termination of the contract for default.

12.3 In the event the contractor is required to perform emergency service, the contractor at the direction of the PMDM or authorized representative shall proceed with work. The contractor shall submit a cost proposal in writing to the PMDM within 24 hours of the NTP by the PMDM.

12.4 Add section for minor repair work outside of preventive maintenance or emergency repairs that mimics our other service contracts.

13. **MEASURE AND PAYMENT.**

13.1 Public Safety Building – paid for per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.

13.2 County Office Building – paid per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.

13.3 Jefferson Building – paid per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.

13.4 Historic (Old) Court House – paid per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.

13.5 Circuit Courts Building – paid per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.
13.6 Eastern Family Resource Center – paid per month. Monthly cost shall include all items of cost needed to maintain the cooling system as per these specifications.

13.7 Labor, skilled technician, regular time, Monday – Friday, 7:00 a.m. – 3:30 p.m., paid for by the hour, for repairs as specified. Routine maintenance as per these specifications already includes labor – additional labor charges may not be applied for routine maintenance. Hourly rate includes all items of cost, overhead, and profit, work time on the job only.

13.7.1 The County shall not pay for the cost of estimating price quotes for contract delivery orders.

13.8 Labor, skilled technician, over time, Monday – Friday, 3:30 p.m. – 7 a.m. Saturdays, Sundays, and Holidays, paid for by the hour, for repairs as specified. Routine maintenance as per these specifications already includes labor – additional labor charges may not be applied for routine maintenance. Hourly rate includes all items of cost, overhead, and profit, work time on the job only.

13.9 Materials incorporated in the work

13.9.1 Paid for by the cost of materials multiplied by the contract mark-up. For repairs as specified, not included in minor repairs performed in conjunction with regularly scheduled PM visits. When submitting invoicing for materials incorporated in the work, the Contractor must also include copies of the manufacturer/vendor invoices for material used, thereby providing verification of actual material costs.

13.10 Rentals, equipment, paid for by the cost of the rental, multiplied by the fixed percentage mark-up. All items of cost, mobilization, set-up and breakdown, shall be included in the mark-up.

13.11 Sub-contractors – for work outside of scope of contractor’s work paid for by subcontractor’s cost multiplied by fixed percentage mark-up. Sub-contractor’s invoices shall include itemized breakdown of costs including labor and material.
BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1542
CHILLER MAINTENANCE, BALTIMORE COUNTY FACILITIES, TERM CONTRACT
Due Date: 09/22/20, Time: 2:30 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: ________________________________
ADDRESS: ______________________________________
________________________________________________________________
(City) (State) (Zip Code)

TELEPHONE: ___________________________ FAX: ___________

SIGNED: ___________________________ DATE: ___________

PRINT NAME: ___________________________ TITLE: ___________

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

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

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

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here ______

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

____________________________________________
____________________________________________
____________________________________________

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

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

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

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

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<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><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Public Safety Building, as per specifications.</td>
<td>8</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
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<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Eastern Regional Resource Center, as per specifications.</td>
<td>8</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
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<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Historic Courthouse, as per specifications.</td>
<td>8</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
</tr>
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<td>4</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Jefferson Building, as per specifications.</td>
<td>8</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>5</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, County Office Building, as per specifications.</td>
<td>8</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
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<td>6</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, County Courts Building, as per specifications.</td>
<td>12</td>
<td>Month</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>7</td>
<td><strong>COMMODITY CODE: 910-36</strong> Labor, skilled technician, chiller maintenance, regular time, Mon – Fri, 7:00 a.m. to 3:30 p.m., as per specifications.</td>
<td>550</td>
<td>Hour</td>
<td>$_________</td>
<td>$_________</td>
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## BALTIMORE COUNTY, MARYLAND

**REQUEST FOR BID NO. B-1542**

**CHILLER MAINTENANCE, BALTIMORE COUNTY FACILITIES, TERM CONTRACT**

Due Date: 09/22/20, Time: 2:30 P.M.

### PRICE SHEET PAGE 2 OF 4

<table>
<thead>
<tr>
<th>LINE NO.</th>
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<tr>
<td>8</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>48,000</td>
<td>Mult</td>
<td>$1.________</td>
<td>$_____________</td>
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<tr>
<td></td>
<td>Materials, incorporated in the work, not included in minor repairs performed in conjunction with regularly scheduled PM visits, cost times the unit price multiplier (overhead + profit), chiller maintenance, as per specifications.</td>
<td></td>
<td></td>
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<td>9</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
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<td>Mult</td>
<td>$1.________</td>
<td>$_____________</td>
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<tr>
<td></td>
<td>Rental, equipment, paid for by the cost of the rental multiplied by the fixed percentage mark-up, chiller maintenance, as per specifications.</td>
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<tr>
<td>10</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>8</td>
<td>Month</td>
<td>$__________</td>
<td>$_____________</td>
</tr>
<tr>
<td></td>
<td>Chiller maintenance, monthly, Cockeysville Police Department, 111 Wight Avenue, Cockeysville, MD, as per specifications.</td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>8</td>
<td>Month</td>
<td>$__________</td>
<td>$_____________</td>
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<tr>
<td></td>
<td>Chiller maintenance, monthly, Wilkens Police Department, 901 Walker Avenue, Catonsville, MD, as per specifications.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>8</td>
<td>Month</td>
<td>$__________</td>
<td>$_____________</td>
</tr>
<tr>
<td></td>
<td>Chiller maintenance, monthly, Dundalk Police Department, 428 Westham Way, Dundalk, MD, as per specifications.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>200</td>
<td>Hour</td>
<td>$__________</td>
<td>$_____________</td>
</tr>
<tr>
<td></td>
<td>Labor, skilled technician, chiller maintenance, overtime, Mon-Fri, 3:30 p.m. - 7:00 a.m., and Saturdays and Sundays.</td>
<td></td>
<td></td>
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<td>14</td>
<td><strong>COMMODITY CODE: 910-36</strong></td>
<td>10,000</td>
<td>Mult</td>
<td>$1.________</td>
<td>$_____________</td>
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<tr>
<td></td>
<td>Subcontractor for work outside of scope of contractor’s work paid for by subcontractor’s cost multiplied by fixed percentage mark-up.</td>
<td></td>
<td></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>
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<tr>
<td>15</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Human Resources, 308 Allegheny Avenue, Towson, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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<td>16</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, North Point Library, 1716 Merritt Boulevard, Dundalk, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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<tr>
<td>17</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Rosedale Library, 6105 Kenwood Avenue, Rosedale, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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<tr>
<td>18</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Randallstown Library, 8604 Liberty Road, Randallstown, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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<tr>
<td>19</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Parkville Police, 8532 Old Harford Road, Parkville, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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<tr>
<td>20</td>
<td><strong>COMMODITY CODE: 910-36</strong> Chiller maintenance, monthly, Pikesville Police, 215 Milford Mill Road, Pikesville, MD, as per specifications.</td>
<td>8 Month</td>
<td></td>
<td>$_________</td>
<td>$____________</td>
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</tbody>
</table>
## PRICE SHEET PAGE 4 OF 4

<table>
<thead>
<tr>
<th>LINE NO.</th>
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<td>21</td>
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<td>Month</td>
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<tr>
<td></td>
<td>Chiller maintenance, monthly,</td>
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<td></td>
<td>Woodlawn Police, 6424 Windsor</td>
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<tr>
<td></td>
<td>Mill Road, Woodlawn, MD, as per</td>
<td></td>
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<tr>
<td></td>
<td>specifications.</td>
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<td>Month</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Chiller maintenance, monthly,</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Franklin Police, 606 Nicodemus</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Road, Reisterstown, MD, as per</td>
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<td></td>
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<tr>
<td></td>
<td>specifications.</td>
<td></td>
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</tbody>
</table>

**GRAND TOTAL $___________**

**COMPANY NAME: _________________________________**

**FED ID OR SOCIAL SECURITY NO. __________________**