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

# REQUEST FOR BID NO. B-1545

# HIGH DUSTING AND CLEANING, TERM CONTRACT

**Due Date: 10/20/20, Time: 2:15 PM**

**MANDATORY Pre-Bid Conference: 10/06/20, Time: 10:00 AM**

**bid@baltimorecountymd.gov**

**TOM ACREE, ASSISTANT BUYER**
**PHONE: 410-887-2265**

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

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1545**
**HIGH DUSTING AND CLEANING, TERM CONTRACT**

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Revised 06/26/2012

**BALTIMORE COUNTY, MARYLAND**
**General Instructions for Solicitations**

## 1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/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 debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

_____

_____.

E. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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

_____

_____.

F. **SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

G. **AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

## H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least $200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

## I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(2) The Business is a (***please select one***)*:*

□ Corporation

□ Partnership

□ Limited Liability Company

□ Limited Liability Partnership

□ Sole Proprietor

□ Other: _____

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

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

□Yes □ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? □Yes □ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

_____

c. If not, is the business in good standing in the formed in State of origination? □Yes □ No

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

□Yes □ No

## J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

## K. **AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT**

I FURTHER AFFIRM THAT:

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

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

- Workforce and Business Services staff to assist you throughout your recruitment efforts

## I'd like to participate in First Source Hiring…Where do I start?

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

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

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

## Helpful Tips:

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

| | |
|---|---|
| Company Name | Contact Name |
| Company Address | City, MD |
| E-mail Address | Telephone |
| Acknowledgment Signature | Date |

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

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

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

## 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

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number ( ) - Ext: Fax Number ( ) -

E-mail address

Taxpayer Identification Number (TIN)

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

**Social Security Number**

| | | | -- | | | -- | | | | |
|---|---|---|---|---|---|---|---|---|---|---|

OR

**Employer Identification Number**

| | | -- | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|

| | |
|---|---|
| | **CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING** |
| | **CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:** |

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

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

**CERTIFICATION:**

Under penalties of perjury, I certify that:

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

| Signature of U.S. Person | Date |
|---|---|
| | |

## SIDE 2

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

| Business Ownership (Check Only One) | | | | | |
|---|---|---|---|---|---|
| | G | Government Entity | | O | Other: _____ |
| | H | Disabled | | P | Non Profit |
| | MA | Minority-owned, Not small business | | W | Woman-owned, Small business |
| | M | Minority-owned, Small business | | WA | Woman-owned, Not small business |
| | NS | Non-minority-owned, small business | | X | Woman-owned, Minority, Small business |
| | NL | Non-minority-owned, Large business | | XA | Woman-owned, Minority, Not small business |

| Type of Business/Organization | | | |
|---|---|---|---|
| | Association | | Attorney |
| | Government Entity | | Educational Institution |
| | Medical Service Provider | | Non-profit Organization |
| | Other: (explain) | | Financial Institution |

| Ethnicity of Ownership (Check Only One) | | | | | |
|---|---|---|---|---|---|
| | A | Asian American | | I | American Indian/Alaskan Native |
| | B | African American | | N | Non-minority |
| | H | Hispanic American | | O | Other Ethnic Group: _____ |

| Incorporation |
|---|
| Incorporation State: _____ OR Date Business Started _____ / _____ / _____ |

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

# BALTIMORE COUNTY, MARYLAND

## INSURANCE PROVISIONS

1. **GENERAL REQUIREMENTS**

1.1 Coverages Required:

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

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

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

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

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

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

2. **INSURANCE COVERAGES**

2.1 General Liability Insurance

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

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

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

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

2.2 Automobile Liability Insurance

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

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

2.3 Workers' Compensation and Employers' Liability Insurance

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

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

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# BALTIMORE COUNTY, MARYLAND

## USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES

IN
COUNTY CONTRACTS

## MBE/WBE Plan Package

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

# PROSPECTIVE BIDDERS/OFFERORS

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

*SECTION 6. BID REQUIREMENTS.*
*(A)(l) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.*
*(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).*
*(B)(l) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.*
*(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.*

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

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
   a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

**OR**

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following**:**

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

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

# BALTIMORE COUNTY, MARYLAND
# MBE/WBE PARTICIPATION SUMMARY

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

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

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

APPROVED MBE/WBE LISTINGS

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

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

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

BIDDER/OFFEROR'S ACTIONS

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

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

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

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

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

   - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

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

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

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

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

DETERMINATION OF BID RESPONSIVENESS

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

# BALTIMORE COUNTY, MARYLAND
# MBE/WBE PARTICIPATION SUMMARY

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

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

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

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

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

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

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

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

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

**PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT**

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

B. **AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION**

I FURTHER AFFIRM THAT:

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

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

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

____ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) #_____

☐ City of Baltimore #_____

☐ Name Other Jurisdiction: _____ #_____

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

_____% African American _____% Hispanic American _____ % Women
_____ % Asian American _____% Native American _____% Disadvantaged (DBE)

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

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

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

Date: _____ By:_____
(Authorized Representative and Affiant's Name and Title)

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

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

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

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

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

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

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

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

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

**Or**

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

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

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

**Or**

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

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

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

2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
   (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
   (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:

      (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
      (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
      (c) Responses from MBE/WBE firms contacted to fulfill the goal.

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

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

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

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

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

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

| | |
|---|---|
| Bidder/Offeror Name | Phone Number |
| Address | Affiant Signature |
| Address (continued) | Printed Name & Title |
| E-mail address | Date |

# BALTIMORE COUNTY, MARYLAND
## SUBCONTRACTOR PARTICIPATION SCHEDULE
## (FORM B)

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

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

| | |
|---|---|
| **Prime Name** | **Prime Address, Telephone Number and Email** |
| **Bid/Proposal Name and Number** | **Project Location** |
| | **Base Bid** $_____ |
| **1. Subcontractor Name and Tax ID** | **Subcontractor Address** |
| **Telephone Number** _____<br>**Fax Number** _____<br>**Select One:** ☐ MBE ☐ WBE ☐ SBE ☐ N/A<br>**Provide if Applicable:**<br>☐ MDOT ☐ Baltimore City #_____ | **Minority Status (If applicable):**<br>❑ African American ❑ Disabled<br>❑ Alaska Native Corporation ❑ Disadvantaged<br>❑ Asian American Pacific ❑ Female<br>❑ Asian American Sub-continent ❑ American Indian<br>❑ Hispanic American<br>❑ Native American<br>❑ Small Business<br>❑ Other |
| **NAICS Code(s), Work to be Performed and Dollar Amount** | **Percent of Total Contract** |
| **2. Subcontractor Name and Tax ID** | **Subcontractor Address** |
| **Telephone Number** _____<br>**Fax Number** _____<br>**Select Once:** ☐ MBE ☐ WBE ☐ SBE ☐ N/A<br>**Provide if Applicable;**<br>☐ MDOT ☐ Baltimore City #_____ | **Minority Status**<br>❑ African American ❑ Disabled<br>❑ Alaska Native Corporation ❑ Disadvantaged<br>❑ Asian American Pacific ❑ Female American Indian<br>❑ Asian American Sub-continent ❑ Hispanic American<br>❑ Native American<br>❑ Small Business<br>❑ Other |
| **NAICS Code(s), Work to be Performed and Subcontract Dollar Amount** | **Percent of Total Contract** |
| **3. Subcontractor Name and Tax ID** | **Subcontractor Address** |
| **Telephone Number** _____<br>**Fax Number** _____<br>**Select Once:** ☐ MBE ☐ WBE ☐ SBE ☐ N/A<br>**Provide if Applicable:**<br>☐ MDOT ☐ Baltimore City #_____ | **Minority Status**<br>❑ Disabled<br>❑ African American ❑ Disadvantaged<br>❑ Alaska Native Corporation ❑ Female<br>❑ American Indian<br>❑ Asian American Pacific ❑ Hispanic American<br>❑ Native American<br>❑ Asian American Sub-continent ❑ Small Business<br>❑ Other |
| **NAICS Code(s), Work to be Performed and Subcontract Dollar Amount** | **Percent of Total Contract** |
| **Subcontractor Total Dollar Amount** | **Total Subcontractor Percent of Entire Contract** |
| **Form Prepared by:**<br>**Name/Date:** _____<br>**Title:** _____<br>**Email:** _____ | **Reviewed and Accepted by Baltimore County Minority Business Enterprise Office**<br>**Name** _____<br>**Title** _____<br>**Date** _____ |

| | | |
|---|---|---|
| ☐MBE or ☐WBE Prime Participation | _____% | $_____ |
| Total MBE Subcontracting Participation | _____% | $ _____ |
| Total WBE Subcontracting Participation | _____% | $ _____ |
| Total MBE/WBE Participation | _____% | $ _____ |
| Total SB/SBE Participation | _____% | $ _____ |

# BALTIMORE COUNTY, MARYLAND

## MBE/WBE PRIME PARTICIPATION SCHEDULE
## (Form B-Prime)

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.**

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

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

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

| NAICS CODE | WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY. | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES | VALUE OF THE WORK |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**MBE PRIME CONTRACTOR**

Signature of Representative:

_____

Printed Name and Title:_____

_____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

_____

Telephone: _____

Date: _____

Certified ☐ Yes ☐ No

Certifying Jurisdiction _____

**MBE PRIME CONTRACTOR**

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

☐ Disadvantaged

# BALTIMORE COUNTY, MARYLAND
# SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATMEMENT
# (FORM C)

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

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

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

Contract Name, Bid/Proposal Number: _____

_____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

_____ _____

Print Representative Name, Title Best Contact Information

☐ MDOT ☐ Baltimore City _____

Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

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

   _____

2. Subcontract Amount: $ _____ or _____% of the County contract cost.
3. Bonds - Amount and type required of Subcontractor if any: _____
4. MBE/WBE Anticipated Commencement Date: _____Completion Date: _____
5. This is a MBE-Owned Business Firm: Yes _____No _____
6. This is a WBE-Owned Business Firm: Yes _____No _____

**********

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

Signature of MBE/WBE Subcontractor: _____ Date: _____

MBE/WBE Subcontractor's Printed Name and Title: _____

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

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

**BALTIMORE COUNTY, MARYLAND**
**MBE/WBE –UNAVAILABILITY CERTIFICATE**
**(FORM D)**

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

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

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

located at _____
(Number) (Street)

_____
(City) (State) (Zip)

was offered an opportunity to bid on the_____ contract.

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

_____

_____

_____

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Signature of Minority Firms MBE/WBE | Representative Title | Date |
| _____ | _____ | |
| MDOT/Baltimore City Certification # | Telephone # | |

3. PRIME'S SIGNATURE AND CERTIFICATION

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

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Signature of Prime | Title | Date |

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

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

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

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

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

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

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

_____
Signature – Bidder Offeror

_____
Print or Type Name of Firm

_____
Street Address

_____
City State Zip Code

_____
Date

**JOHN A. OLSZEWSKI, JR.**
*County Executive*

**EDWARD P. BLADES**
*Director*
*Office of Budget and Finance*

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

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

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

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

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

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

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:
http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

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

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

Cc: File

# BALTIMORE COUNTY, MARYLAND
# REQUEST FOR BID NO. B-1545
# HIGH DUSTING AND CLEANING, TERM CONTRACT

## GENERAL CONDITIONS

**1. SCOPE**.

1.1 It is the intention of these specifications that the Contractor hereunder shall furnish and Baltimore County shall purchase high dusting and cleaning services to various locations throughout the County.

1.2 The County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by the County during the period covered by this contract.

1.3 The County reserves the right to add or delete locations throughout the County as it may be necessary during the period covered by this contract.

1.4 All products used in connection with these services shall be safe to use in the workplace. MSDS sheets shall be required by the County prior to use on County premises. Successful bidder(s) shall arrive at the work site location ready to begin work with equipment and supplies necessary to provide the specified services.

**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 of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. 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 Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) 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 the renewal year for which it was requested.

**6. QUESTIONS AND INQUIRIES; ADDENDA**. Any inquiries relative to this bid should be directed to Tom Acree, Assistant Buyer, at tacree@baltimorecountymd.gov, 410-887-2265.

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

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

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

**7. INSURANCE.**

7.1 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.

7.2 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.

7.3 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.

## 8. INVOICES.

8.1 Invoices must be submitted, in duplicate, on a monthly basis to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson MD 21204. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate, and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods or services, or the date of receipt of correct and proper invoices prepared in accordance with the terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

## 9. "SAMPLE" FORM CONTRACT.

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

9.2 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.

9.3 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.

## 10. ELECTRONIC SUBMITTAL PROCESS.

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

10.2 **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.**

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

10.3 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.

10.4 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 10.3, 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.

10.5 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.

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

## 11. BACKGROUND CHECKS.

11.1 Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Vendor or subcontractor personnel that have the ability to view or access any County data or facilities. The Vendor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data or facilities. The background checks should be sent to Tim Dunn, Baltimore County Property Management, 12200A Long Green Pike, Glen Arm, MD 21057. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Vendor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.

## 12. COOPERATIVE PURCHASE.

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

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

## 13. MANDATORY PRE-BID CONFERENCE.

13.1 A mandatory pre-bid conference will be held on Tuesday, October 6, 2020 at 10 a.m. via WebEx. Please contact the Buyer, Tom Acree at tacree@baltimorecountymd.gov for WebEx information. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

13.2 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.

13.3 Bidders are charged with total responsibility for obtaining all information needed to enable a proposal or bid to be submitted for the scope of work as described and contained within the issued specification. To arrange for visits to specific sites for measurement purposes, vendors must contact Tim Dunn at 410-887-3861 to schedule an appointment.

## 14. UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

14.1 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

## 15. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

15.1 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:

15.1.1 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

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

15.1.3 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

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

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

16.1 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.

16.2 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.

16.3 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.

16.4 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.

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1545**
**HIGH DUSTING AND CLEANING, TERM CONTRACT**

## SPECIFICATIONS

**1. GENERAL.**

1.1 The Contractor shall provide all labor, equipment, tools, cleaning supplies, materials and qualified supervision necessary to provide professional high dusting and cleaning in various Baltimore County locations on a biannual basis.

1.2 Services will be provided on a scheduled basis. The awarded Contractor and the Property Management Division Manager (PMDM), or his designated representative, shall determine a schedule for all buildings. It is anticipated that each building and/or designated area will be treated once a year. However, cleanings may be scheduled more frequently if circumstances dictate. The Contractor and the PMDM shall inspect each site; determine the type of cleaning method to be used and the total square footage to be cleaned. The Contractor's price shall be based upon the stated price per square foot in the bid. Each location will be available for inspection prior to the commencement of the Contract.

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

**2. ACCURACY OF INFORMATION.**

2.1 While every effort has been taken to ensure the accuracy of the information given in the Specification, the detailed facts and figures within the document cannot be guaranteed and bidders should satisfy themselves as to its accuracy.

2.2 Included with this solicitation is a listing of the approximate square footage for each location that the high dusting is to be done for this contract, and bidders may use it as a guide for estimating.

**3. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.**

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

3.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact Property Management at least seven (7) days prior to beginning work at 410-887-3861.

3.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. A copy of the State of Maryland MHIC license may be required.

3.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code

requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

## 4. EQUIPMENT.

4.1 The Contractor will be required to specify the equipment to be deployed on each site prior to the commencement of work

## 5. HOURS OF WORK, PERSONNEL REQUIREMENTS AND SECURITY CLEARANCE.

5.1 Security

5.1.1 Contractors may be required to open and close premises to enable them to carry out their cleaning duties. Security checks shall be carried out by cleaners when leaving areas on completion of their cleaning tasks, but in this instance security shall be deemed to mean lights off, windows closed and secured, doors closed and locked if such is the requirement of the PMDM, or his designated representative.

5.1.2 Cleaners may also have to act as key holders if so required by the (PMDM), or his designated representative. In some buildings the Contractor's staff will be responsible for the disabling and setting of alarm systems and the resetting of video security tapes if so required by the PMDM, or his designated representative. Any fault with door locks, window catches, alarm systems or video security systems shall be reported immediately to the PMDM, or his designated representative.

5.2 Under no circumstances shall the Contractor’s staff:

5.2.1 Disclose any security or key pad codes to any unauthorized persons;

5.2.2 Loan or supply the keys to the premises to any unauthorized persons.

5.3 The Contractor will be liable for any loss, damage or expense caused as a direct result of:

5.3.1 The Contractor’s staff failing to properly secure the premises; or

5.3.2 The Contractor’s staff failing to properly carry out any of the other duties so required by the PMDM, or his designated representative, and listed in Section 5.1;

5.3.3 The Contractor’s staff having disclosed security or key pad codes to unauthorized persons;

5.3.4 The contractor’s staff having loaned or supplied the keys to the Premises to unauthorized persons.

5.4 In the event of the Contractor’s staff triggering any alarm systems, the Contractor will be liable for any costs incurred as a result of this and/or for any alternative security measures required.

5.5 Cleaners must immediately report to the PMDM, or his designated representative, any incidents of damage or vandalism which they encounter during the course of their cleaning

duties. In the event of a break-in, cleaners should not interfere with any possible evidence but contact the police and the PMDM, or his designated representative, immediately.

5.6 Hours of Operation

5.6.1 The Contractor shall coordinate all work with the PMDM, or his authorized representative. Services may be performed during regular business hours (8:00 a.m. – 5:00 p.m.), at night or on weekends, including County holidays:

| | |
|---|---|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Birthday | General Election Day (even years) |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

5.6.2 Overtime hours shall be deemed as the following:
Monday through Friday, 5:00 p.m. to 8:00 a.m.
Weekends and Holidays as stated above

**6. <u>UTILITIES AND EXISTING CONDITIONS</u>.**

6.1 Baltimore County will furnish electricity and water in the performance of services in this contract. The Contractor is responsible for furnishing adaptors for connecting contractor-furnished equipment.

6.2 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 PMDM's office at least one (1) day in advance of the expected occurrence.

6.3 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.

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

**7. <u>GUARANTEES</u>.** All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the system by the County against any and all defects in materials, workmanship, and installation.

**8. <u>LIENS</u>.**

8.1 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material

for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

## 9. CHANGES TO THE CONTRACT.

9.1 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 delivery 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.

## 10. CLEANING REQUIREMENTS.

10.1 High cleaning refers to the dusting and cleaning of all surfaces over twelve (12) feet above the finished floor.

10.2 In all cases the Contractor shall provide and run a HEPA Negative Air Machine while actively cleaning and for a period of 24 hours afterward to remove dust from the air.

10.3 In all cases, the Contractor shall cover the entire floor with flame retardant polyethylene to protect the floor from dirt. Any equipment (ladders, scaffolds, etc.) placed on the floor shall have rubber tires, rubber feet or be placed on plywood placed on top of the polyethylene covering. **In all cases the flooring shall be protected.** If the polyethylene sheeting is taped to the floor the Contractor is responsible for ensuring that all adhesive from the tape is removed safely after the work is completed.

10.4 All scissor lifts will be electrically powered. No combustion engine equipment will be allowed in any building.

10.5 Three methods of cleaning are acceptable for this contract: wiping down all surfaces, vacuuming and wiping all surfaces or blowing dust off with compressed air.

10.5.1 All wiping shall be done using fiber mops and/or rags treated with water based dust control spray to wipe or otherwise remove all dust and dirt from all surfaces.

10.5.2 Vacuuming is acceptable to remove heavy quantities of dirt and dust. All suction cleaning must be followed by damp dusting.

10.5.3 The Contractor may use compressed air to blow all dust off of all surfaces using a compressor that generates at least 125 psi and 185 cfm compressor.

Note: if the compressor requires more than 120 volts of electrical power to operate the Contractor will need to provide his own electrical generator.

10.6 The area to be cleaned in each space includes but is not limited to:
Air vents

Exhaust fans
Electrical lights
High level pipe work
Ductwork
Bar joists.
Window sills
Ceiling and wall surfaces
Netting over Court Surfaces

10.7 All high interior window surfaces shall be cleaned as a part of this contract.

10.8 All dirt on the floor at the end of each work day shall be collected using a dust mop and removed from the building.

## 11. LOCATION STANDARDS.

11.1 The Contractor shall demonstrate good cleaning practice by ensuring that all tasks are carried out in the proper order to ensure the continued good condition of the flooring, wall finishes and furniture for each area.

11.2 The Contractor must ensure that all times of furniture, including waste bins, are replaced in their original positions upon completion of cleaning duties.

11.3 At the conclusion of each cleaning session or sooner all debris must be removed from the site.

## 12. MATERIALS.

12.1 A list of materials shall be included with the bid submittal indicating the materials the Contractor expects to be used in the fulfillment of this Contract.

**12.2 The use of Bleach is expressly prohibited.**

## 13. SAFETY CONSIDERATIONS.

13.1 The Contractor shall ensure that all cleaning staff comply with MOSHA requirements for working at height (scissor lift, ladder, scaffold, etc.) and that safety harnesses are used correctly. The Contractor shall provide and ensure the use of Personal Protective Equipment by all cleaning personnel.

13.2 Each work area shall be isolated from the rest of the building. The Contractor shall isolate the work area using plastic sheeting to cover doorways, interior windows or any and all access points. All air handling equipment shall be turned off. The Contractor shall post warning signs outside of each work area. No work shall be permitted with non-contractor personnel in the work area. Where possible the Contractor shall be locked into the work area to prevent unintended visitors.

## 14. ENVIRONMENTAL CONSIDERATIONS.

14.1 Only authorized cleaning chemicals can be used for cleaning Baltimore County buildings. All chemicals must have a Material Safety Data Sheet which has been assessed by the Contract Administrator and/or the PMDM, or his designated representative, prior to use. Contractors shall not use aerosols which use chlorofluorocarbons (CFCs) as propellants. It is the Contractor's responsibility to ensure that all cleaning staff use all cleaning chemicals

according to manufacturer's instruction. It is the Contractor's responsibility to act upon any adverse reaction suffered by cleaning staff, building staff and the visiting public.

14.2 Contractors shall properly dispose of any waste generated on the premises during the delivery of the services as required by environmental regulations.

14.3 Contractors should avoid products which are purely cosmetic and have no hygienic purpose such as air fresheners unless they are essential for service quality in which case the quantities used should be kept to a minimum.

14.4 Contractors shall ensure that staff is fully and adequately trained so that manufacturer's recommended quantities, concentrations and frequencies of use are not exceeded.

14.5 Contractors should seek to use products where clear instructions, packaging and/or the design of the product itself help to avoid using more than is necessarily required.

14.6 Contractors are encouraged to use products where the packaging is as light and simple as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1545**
**HIGH DUSTING AND CLEANING, TERM CONTRACT**

**EQUIPMENT AND MATERIALS TO BE USED**

| EQUIPMENT | MATERIALS (For any hazardous materials, awarded vendor must submit MSDS sheets as stated) |
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**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1545**
**HIGH DUSTING AND CLEANING, TERM CONTRACT**
**Due Date: 10/20/20, Time: 2:15 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 <u>certified</u> Minority Business Enterprise**? *Bidders <u>must</u> 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.

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1545**
**HIGH DUSTING AND CLEANING, TERM CONTRACT**
**Due Date: 10/20/20, Time: 2:15 P.M.**

| PRICE SHEET PAGE 1 OF 1 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 1 | **COMMODITY CODE: 910-39**<br>Price per square foot to provide all labor, materials, and equipment to perform high cleaning and dusting. Regular Time, Monday - Friday, 8:00 a.m. - 5:00 p.m., as specified. | **200,300** | **SqFt** | **$_____** | **$_____** |
| 2 | **COMMODITY CODE: 910-39**<br>Price per square foot to provide all labor, materials, and equipment to perform high cleaning and dusting. Overtime hours deemed to be Monday - Friday, 5:00 p.m. to 8:00 a.m., Weekends and County Holidays, as per specifications. | **1,000** | **SqFt** | **$_____** | **$_____** |

**GRAND TOTAL $_____**

**COMPANY NAME: _____**

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