

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



**REQUEST FOR BID NO. B-808
WATERPROOFING SERVICES, ON-CALL,
TERM CONTRACT**

Due Date: 7/19/16, Time: 3:00 PM

Pre-Bid Conference: 7/5/16, Time: 11:00 AM

**KATHY MADARY, C.P.M., STAFF BUYER
Phone: (410) 887-3888
EMAIL: kmadary@baltimorecountymd.gov**

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-808
WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT**

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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 or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

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

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

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

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

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

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

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence,

including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

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

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

2. 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 sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

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

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

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to

submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

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

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

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

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

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

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

20. American Manufactured Goods Required for Public Works:

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

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

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business 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 \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business 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, 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, 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)

**“PRIME” CONTRACTOR
MINORITY INFORMATION**

This form is **NOT** applicable to Sub-Contractor requirements, and should be completed by the **PRIME Contractor ONLY**.

A. AUTHORIZED REPRESENTATIVE

I am the [title] _____ of [business] _____ (the “Business”).

B. DEFINITIONS

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

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

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

C. INFORMATION REGARDING MINORITY STATUS

The Business is a certified MBE ___ or WBE ___

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

African American Hispanic American Caucasian
 Asian American Native American Other

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

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____

By: _____

Name:
Title:
(Authorized Representative)

SIDE 2

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

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		
<p>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.</p>		
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.

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 June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

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

Bidder Responsibility: The bidder shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidders shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders 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. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER'S ACTIONS

Seeking Commitments: The bidder will seek commitments by subcontract or otherwise from MBE/WBE for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation for the County contract.

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

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
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 MBE/WBE 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 for each MBE/WBE listed on the Form.

- 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.
 - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
 -
3. For DPW contracts, if the bidder 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 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 by the proposed subcontractors and signed by all parties.
 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Records to be Kept: The bidder 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, 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, 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 is unable to procure from MBE/WBE's (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 shall request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder'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 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/Liquidated Damages/Contract Breach: For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, 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 or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a 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, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

Cooperation in Reviews: The bidder 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.

Approval Required for Changes: Any and all changes to the contractor's use of MBE/WBE 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.

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 misrepresenting information, the contractor may be declared in breach of the contract and/or 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, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, 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.

PROSPECTIVE BIDDERS

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

1. If you will be able to meet the goal for each assigned task, complete and sign FORM A with the initial bid submission, FORM B and FORM C must be submitted with the proposed submission for the assigned task.

***NOTE:** All Forms must be completed and signed. However, FORM C-1 **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, FORM B and FORM C to identify the portion of the goal that will be met. In addition, complete and sign FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM D and FORM E **accompanied with all supporting documentation.**

***NOTE:** All Forms must be completed and signed. However, FORM C and FORM D **MUST** be completed and properly signed by **both** the Prime **AND** the MBE/WBE subcontractor(s).*

Reminder: MBE/WBE **subcontracting** goal apply to **ALL** prime/general contractors including certified and non-certified minority and women owned firms.

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:

- The goals, if applicable, of:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

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

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

1 Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements.

or

2 After having made a good-faith effort to achieve the MBE/WBE requirements, the prime contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements.

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

- Partial waiver of MBE/WBE subcontract participation subgoals, if applicable:
 - _____ % for certified MBE-owned businesses and
 - _____ % 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 contractor 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 contractor 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.

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

- 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 all potential subcontractors, including:
 - (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.

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

- *MBE/WBE Participation Schedule* (Form B)
- *MBE/WBE Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E)
- Any other documentation in accordance with Section 6 (E) Bid Requirements of the attached Executive Order.

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *MBE/WBE Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the prime contractor shall achieve.

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
MBE/WBE PARTICIPATION SCHEDULE
(FORM B)**

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

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

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT

Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid \$ _____
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE/WBE Percent of Entire Contract
Form Prepared by: Name _____ Title _____ Date _____	Reviewed and Accepted by Minority Business Enterprise Officer Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total WBE Participation:	_____ %	\$ _____
Total Participation:	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE - SUBCONTRACTOR 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 CONTRACTOR 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 Contractor

 Title

 Date

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

**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.

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

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE
TO THE OUTSIDE OF YOUR RESPONSE
ENVELOPE OR CARTON.*

REQUEST FOR BID	
<hr/>	
NO. B-808 7/19/16, 3:00 PM WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-808
WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT**

GENERAL CONDITIONS

1. SCOPE

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase waterproofing systems covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to services that may be required during the said period, and it also reserves the right not to order services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this contract.
- 1.3 In addition, all prices, terms, conditions, and services stipulated by the contract resulting from this solicitation shall be extended by the Contractor to Baltimore County Board of Education, Baltimore County Library System, and the Community Colleges of Baltimore County. Baltimore County Office of Budget and Finance assumes no obligation on behalf of these agencies.

2. TERM OF AGREEMENT

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. METHOD OF AWARD

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past eighteen (18) months.
- 3.3 The maximum number of awards to be made under the proposal is stated in the solicitation. In accordance with the number of awards stated, awards are made to the lowest responsive and responsible bidders.
- 3.4 It is the intention of Baltimore County to issue work equally to all contractors in a general rotation, however, the assignment of work shall be at the sole discretion of Baltimore County. Any claim of any contractor against the County for extra compensation or

damages, arising out of the assignment of work by the County, shall be deemed to have been waived by all contractors.

- 3.5 In addition, the County reserves the right to award individual jobs on a specific rotation basis, based on demonstrated areas of experience and expertise, or based on job location.
- 3.6 Awards shall be made to two (2) primary contractor, effectively the two lowest responsive and responsible bidders.

4. COOPERATIVE PURCHASE

- 4.1 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.
- 4.2 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.

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

6. ESCALATION

- 6.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms for all contract line items except landfill charges, 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.
- 6.2 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.
- 6.3 For landfill charges, the Contractor must provide bona-fide documents from the landfill verifying the price increase for landfill charges/tipping fees. Increases shall be limited to actual cost increases to the Contractor.
- 6.4 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

7. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

- 7.1 With regard to this contract, the Property Management Division Manager, (hereafter referred to as "PMDM"), or the 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 the designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

- 7.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the PMDM, or the designated representative, prior to beginning work at (410) 887-3861.
- 7.3 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.
- 7.4 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.
- 7.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the PMDM, or the designated representative, for explanation of procedures.
- 7.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies. The Contractor must be prepared to furnish engineering services when requested.
- 7.7 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County Agencies requiring these commodities and/or services. A release order will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.
8. **GUARANTEE**. The warranty period of five (5) years is to be for the waterproofing materials, from the material's manufacturer. Labor warranty period is for one (1) year. A written copy of the warranty will be required prior to acceptance of the system by Baltimore County.
9. **INQUIRIES**. Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.
10. **DELIVERY ORDERS**.
- 10.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of the County. Specific quantities and delivery information will be indicated on delivery orders. Each delivery order will refer to the master agreement number. Delivery orders issued within the term of the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions herein.
- 11 **INSURANCE**
- 11.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 11.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

- 11.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

12. **INVOICES**

- 12.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs.
- 12.2 Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the PMDM, or the authorized representative, prior to payment of invoices.
- 12.3 Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to the PMDM, or the authorized representative.
- 12.4 Charges for late payment of invoices is prohibited.
- 12.5 Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later**. Under no circumstances will interest be paid.
- 12.6 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
- 12.6.1 Defective work not remedied.
- 12.6.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
- 12.6.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- 12.6.4 A reasonable doubt that the contract can be completed for the balance then unpaid.
- 12.6.5 Damage to another Contractor.
- 12.6.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

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

14. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

- 14.1 **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **15%**.
- 14.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.
- 14.2 It is the intention of the contract, that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 14.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.
- 14.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. 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 may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Carla Tucker at 410-887-3119.

15. "SAMPLE" FORM CONTRACT

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. ELECTRONIC VERSION SUBMITTAL

- 16.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response.

All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-808
WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT**

SPECIFICATIONS

1. **SCOPE OF WORK – GENERAL.** In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for furnishing and installing waterproofing systems at various County owned and/or operated facilities within the boundaries of Baltimore County, Maryland on a time and materials basis.

2. **LOCATION OF WORK AND EXISTING CONDITIONS.** The work sites are located at various County owned and/or operated properties within the boundaries of Baltimore County, Maryland.

3. **PRE-BID CONFERENCE**
 - 3.1 A pre-bid conference will be held on Tuesday, July 5, 2016 at 11:00 am in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

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

4. **WORK HOURS AND DELIVERY OF MATERIALS**
 - 4.1 It shall be the Contractor's responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the County.

 - 4.2 In the interest of clarification, the following definitions shall apply to this contract:
 - 4.2.1 Regular Hours: Monday through Friday, 8:00 A.M. – 5:00 P.M.

 - 4.2.2 Overtime Hours: Monday through Friday, 5:00 P.M. – 8:00 A.M., weekends, Saturday and Sunday, any hour day or night, and Holidays, any hour day or night as per this listing:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

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

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

6. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

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

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

9. **APPLICABLE GENERAL CONDITIONS AND SPECIFICATIONS.** All work performed under this contract shall be done under strict compliance with the General Conditions and Specifications, and with the "Baltimore County Standard Specifications" for specifications for "Construction And Materials" dated February, 2007, and subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of County Executive and the Office of the Director of Public Works for Baltimore County. The General Conditions and Specifications Sections are in addition to the County's Standard Specifications for Construction. In the event of conflict between the two, the General Conditions and Specifications Sections and Standard Terms and Conditions for the Invitation to Bid will take precedence.

10. **MATERIALS AND INSTALLATION**

10.1 Codes and Regulations

10.1.1 All materials,workmanship, and construction shall meet or exceed the requirements of the following codes and regulations, latest editions:

- 10.1.1.1 All Baltimore County Codes and Regulations including the Baltimore County Plumbing Code;
- 10.1.1.2 "The Baltimore County Standard Specifications for Construction" dated February, 2007;
- 10.1.1.3 American Society for Testing Materials (ASTM);

10.1.1.4 Building Officials & Code Administrators (BOCA)

10.1.1.5 American Concrete Institute (ACI)

- 10.2 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 10.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.
- 10.4 The Contractor shall obtain the permission of the Baltimore County representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.
- 10.5 The Contractor must physically report to the work site within twenty-four (24) hours of written or verbal notification by the PMDM, or the authorized representative to complete a written or verbal quotation of the work to be performed. If the PMDM, or the authorized representative tells the Contractor that the work to be performed is an emergency, the Contractor must physically report to the site within two (2) hours and phone in a quotation to the PMDM, or the authorized representative.
- 10.6 When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. The PMDM, or the authorized representative, shall stipulate whether the contractor will quote prices for regular time, overtime, or a combination thereof. The PMDM, or the authorized representative, will inform the Contractor to perform the work during normal working hours or a combination of normal and after work hours. The Contractor shall only work overtime when specifically told to do so. Final dimensions shall be determined at the site by the Contractor prior to the construction or repair. All dimensions for fitting and final sizing are his responsibility.

The PMDM, or the authorized representative shall determine what skill levels of workers and how many of each level shall work on any job under this agreement. The PMDM, or the authorized representative, shall indicate the types and quantities of materials incorporated in the work and shall approve all sources of supply. The Contractors shall itemize each type of material on their estimate, listing the quantity unit price, and extended price. The total mark-up shall be listed separately. If the PMDM, or the authorized representative, in his/her sole judgement, suspects that the price for any itemized material is unreasonably high, the source of supply will be rejected. The Contractor must provide two other quotes for the material in question. If the lowest price for all three quotes is still too high, the PMDM, or the authorized representative in his/her sole judgement, may elect to rescope the job, choosing other materials and methods to accomplish the same task. All materials incorporated in the work must be approved by the PMDM, or the authorized representative, prior to use on each job. Materials incorporated in the work that have not received prior approval by the PMDM, or the authorized representative, shall be at the Contractor's expense and not paid for by Baltimore County.

When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. For emergency work, the Contractor shall phone in the estimate. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. For regular work, email to the following address:

Office of Budget & Finance
Property Management Division
400 Washington Avenue
Towson, MD 21204
ATTN: Property Management Division Manager

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

- 10.6.1 The Contractor shall not be entitled to any additional compensation for the time expended in providing estimates.
- 10.7 For all non-emergency work, once the Contractor has received the verbal Notice To Proceed or sub-order purchase order, the Contractor has ten (10) calendar days to mobilize at the job site and begin work.
- 10.8 The Contractors cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractors' work forces. The only exception to this requirement is for work not within the trade contracted by this agreement (i.e. grading, etc.) or to achieve M/WBE participation. For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractors to the County. The County shall pay the Contractor for the cost of the sub-contracted services plus the contract mark-up. If the PMDM, or the authorized representative, in his/her sole judgement, suspects that the price for any sub-contractor's services is unreasonably high, the sub-contractor will be rejected. The Contractor must provide two other quotes for the sub-contracted services in question. If the lowest price for all three quotes is still too high, the PMDM, or the authorized representative, in his/her sole judgement, may elect to rescope the job, choosing other means and methods to accomplish the same task.
- 10.9 Except for the pay item of single axle dump truck, the cost of all travel means (trucks, fuel, lubricants, vital fluids, maintenance, repairs) and any and all required equipment and tools shall be incidental to all other pay items. The cost of debris removal resulting from general construction work shall be incidental to all other pay items. The Contractor shall not charge Baltimore County for travel time to and from the work site or workers' lunch breaks. Baltimore County shall pay only for actual work time on the job. The Contractor shall; come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that they need materials or parts not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the County on that day.
- 10.10 The Contractors' invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, a complete description of work performed, location, and date.

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

- 10.11 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Property Management Division Manager, or his authorized representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.
- 10.12 All work shall be measured and paid on a time and materials basis. Included in the labor rates are all tools, and equipment powered and non-powered, required to perform all services in compliance with the scope of work and specifications. For equipment rentals for equipment with a purchase price greater than \$2,500.00, the County will pay the Contractor the cost of rental plus the contract mark-up.

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

12. MEASURE AND PAYMENT

12.1 Skilled Mechanic Unskilled Labor and Foreman (supervision, trouble shooting, engineering)

12.1.1 Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.

12.1.2 The County shall not pay for the cost of estimating price quotes for contract release orders.

12.2 Materials Incorporated In The Work

12.2.1 Paid for by cost of materials multiplied by the contract mark-up (overhead and profit).

12.3 Rental Equipment

12.3.1 Paid for by the cost of the rental multiplied by the contract mark-up (overhead and profit)

12.4 Sub-contracting Services

12.4.1 Paid for by the cost of the sub-contractor (labor and materials) to the Contractor multiplied by the contract mark-up (overhead and profit)

12.5 Single Axle Dump Truck

12.5.1 Paid for by the hour. Hourly rate shall include the cost of fuel, vital fluids, all maintenance and repairs, and all other items of cost needed for the operation of the truck except the driver. The cost of the driver shall be paid for under the skilled mechanic contract line items. Work time on the job only.

12.6 Landfill Changes

12.6.1 Paid for by the ton.

13. **UNDERGROUND UTILITIES AND FUEL LINES.** The Contractor is solely responsible for locating and identifying all underground utilities (water, sewer, electrical cable, phone, data lines) and fuel lines prior to commencement of work. The Contractor is solely responsible to contracting "Miss Utility" prior to commencement of work.

14. **MATERIALS AND EXECUTION**

14.1 General

14.1.1 Furnish all material, labor, services, and related items required to complete all waterproofing systems. These items of work to be performed shall include, but are not limited to the following:

14.1.1.1 Inspect all surfaces to receive waterproofing. Do not install waterproofing unless conditions meet specified manufacturer installation requirements.

14.1.1.2 Furnish affidavits certifying that materials and workmanship conform to the requirements of the manufacturer's specifications.

14.1.1.3 Provide a continuous watertight barrier between spaces to be protected and all sources of water.

14.2 Materials

14.2.1 Vertical Wall Waterproofing

14.2.1.1 Primer: Liquid bituminous concrete primer as manufactured, and approved for compatibility with the membrane by the membrane manufacturer.

14.2.1.2 Mastic: Trowel consistency bituminous mastic as manufactured and approved for compatibility with the membrane by the membrane manufacturer.

14.2.1.3 Membrane: .064" thick combination polyethylene and rubberized asphalt sheet, "Bituthane" as manufactured by Grace Construction Products or an approved equal, or product and system approved by the PMDM, or authorized representative.

- 14.2.1.4 Membrane protection for vertical surfaces shall be Sealite Type PC-2 protection course by W.R. Meadows or approved equal, or product and system approved by the PMDM, or his authorized representative.

14.3 Execution

14.3.1 Surface Preparation

- 14.3.1.1 Surfaces shall be broom cleaned, shall be free of voids, loose aggregate, sharp protrusions, from release agents or other contaminants, and dry.
- 14.3.1.2 All concrete or masonry surfaces shall be primed as recommended by the manufacturer. Primer shall be dried one hour or until tack free. Surfaces not covered within 36 hours shall be reprimed. Dense surfaces such as metal shall not be primed, but shall be clean, dry and free of grease, oil, dust, or other contaminants. Wood shall be primed.

14.3.2 Application Procedures

- 14.3.2.1 Membrane shall be applied to primed surfaces which are dry and free of dirt. Membrane shall be laid from low points or drains toward high points in shingled fashion. Each strip should overlap a minimum of 2-1/2" and should be rolled down firmly and completely.
- 14.3.2.2 All inside and outside corners shall be double covered with membrane by applying an initial strip of minimum 12" width centered along the axis of the corner. A cant strip shall be used on inside corners. Outside corners shall be rounded.
- 14.3.2.3 Construction and control joints shall be double covered with membrane. Over properly sealed expansion joints, a double thickness of membrane shall be applied.
- 14.3.2.4 The perimeter of the membrane placed in any day's operations and all outside edge of membrane shall have a trowelled bead of manufacturer's recommended mastic applied after the membrane is placed.
- 14.3.2.5 Areas around drains, posts, or other protrusions shall have a double layer of membrane and shall be liberally coated with mastic after the application of the membrane.
- 14.3.2.6 Immediately before covering the membrane, a careful inspection shall be made and any holes, tears, misaligned or wrinkled seams or other discontinuities shall be patched with membrane or mastic.

14.3.3 Vertical Wall Waterproofing

- 14.3.3.1 General: All work shall be performed by skilled experienced workmen under the supervision of a specialist in this field. Workmanship shall conform to all instructions and recommendations of the manufacturers of materials.
- 14.3.3.2 Do not install work until surfaces to be waterproofed are dry, sound, reasonably smooth, and free of projections, depressions, or holes.

Do no work in wet weather or when temperature is below 40 degrees F. Install only dry materials. Avoid defacement of other work.

14.3.3.3 Clean surfaces to be waterproofed free of dust, dirt, grease, etc.

14.3.3.4 Seal all openings, including those around pipes, conduits, or other materials which extend through walls or waterproofing.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-808
WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT
Due Date: 7/19/16, Time: 3:00 P.M.**

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _____

ADDRESS: _____

_____ (City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

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

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-808
WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT
Due Date: 7/19/16, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 2		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 968-94 Labor, skilled mechanic, waterproofing, regular time, Monday – Friday, 8:00 AM – 5:00 PM, as per specifications	1400	Hour	\$ _____	\$ _____
2	COMMODITY CODE: 968-94 Labor, engineering/troubleshooting and foreman, waterproofing, regular time, Monday – Friday, 8:00 AM – 5:00 PM, as per specifications	250	Hour	\$ _____	\$ _____
3	COMMODITY CODE: 968-94 Labor, skilled mechanic, waterproofing, overtime, Monday – Friday, 5:00 PM - 8:00 AM, weekends and holidays, as per specifications	100	Hour	\$ _____	\$ _____
4	COMMODITY CODE: 968-94 Labor, engineering/troubleshooting and foreman, waterproofing, overtime, Monday – Friday, 5:00 PM - 8:00 AM, weekends and holidays, as per specifications	20	Hour	\$ _____	\$ _____
5	COMMODITY CODE: 968-94 Labor, unskilled, waterproofing, regular time, Monday – Friday, 8:00 AM – 5:00 PM, as per specifications	450	Hour	\$ _____	\$ _____
6	COMMODITY CODE: 968-94 Labor, unskilled, waterproofing, over time, Monday – Friday, 5:00 PM – 8:00 AM, weekends and holidays, as per specifications	30	Hour	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
 REQUEST FOR BID NO. B-808
 WATERPROOFING SERVICES, ON-CALL, TERM CONTRACT
 Due Date: 7/19/16, Time: 3:00 P.M.**

PRICE SHEET PAGE 2 OF 2		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
7	COMMODITY CODE: 968-94 Materials, waterproofing, incorporated in the work, cost X multiplier (overhead and profit), as per specifications	50,000	Mult.	\$1. _____	\$ _____
8	COMMODITY CODE: 968-94 Rental equipment, waterproofing, cost X unit price multiplier (overhead and profit), as per specifications	15,000	Mult.	\$1. _____	\$ _____
9	COMMODITY CODE: 968-94 Truck, dump, single axle, waterproofing, as per specifications	80	Hour	\$ _____	\$ _____
10	COMMODITY CODE: 968-94 Landfill charges, waterproofing, as per specifications	200	Ton	\$ _____	\$ _____
11	COMMODITY CODE: 968-94 Subcontracting services, waterproofing, cost X multiplier (overhead and profit), as per specifications	10,000	Mult.	\$1. _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____