REQUEST FOR PROPOSAL NO. P-263

ENVIRONMENTAL RESTORATION SERVICES, TERM CONTRACT

Due Date: 09/28/2020, Time: 3:00 PM

bid@baltimorecountymd.gov

BRIAN MOHNEY, STAFF BUYER
PHONE: 410-887-3243

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

BIDDER CHECK LIST

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

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall
make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor’s Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

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

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

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

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

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

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

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

6. Terminations

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

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.
16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company’s status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a “Certificate of Status”) issued by the Maryland Department of Assessment and Taxation’s (“SDAT”) Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at http://www.dat.state.maryland.gov/businesses/Pages/default.aspx. If you need additional assistance call (410) 767-1184.

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

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

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

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

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

20. American Manufactured Goods Required for Public Works:

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

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

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

21. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).
21.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

21.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

21.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

21.4 Additional Reservations for RFP’s

21.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

21.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.
Baltimore County, Maryland
Procurement Affidavit

A. Authorized Representative

I hereby affirm that:

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

B. Affirmation Regarding Bribery Convictions

I further affirm that:

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

____________________________________________________________________________
____________________________________________________________________________.

C. Affirmation Regarding Other Convictions

I further affirm that:

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

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

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

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

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

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

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

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition]
of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the
name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status
of any debarment]:

____________________________________________________________________________
____________________________________________________________________________.

D.  AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors,
partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public
bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public
entity, except as follows [list each debarred or suspension providing the dates of the suspension or debarment, the
name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current
positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each
person’s involvement in any activity that formed the grounds of the debarment or suspension]:

____________________________________________________________________________
____________________________________________________________________________.

E.  AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

____________________________________________________________________________
____________________________________________________________________________.

F.  SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G.  AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price
proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free
competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;
(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

- □ Corporation
- □ Partnership
- □ Limited Liability Company
- □ Limited Liability Partnership
- □ Sole Proprietor
- □ Other: __________________________

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

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

- □ Yes  □ No

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

  b. Registered Agent as shown in SDAT:

     Name: ______________________________________________________

     Address: ______________________________________________________

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

- □ Yes  □ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual’s refusal to submit to a genetic test or make available the results of genetic test.

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

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

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

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

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

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

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

N. ACKNOWLEDGMENT

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

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

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

What is First Source Hiring?

Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County’s investment in contracts or public works; or by business activity that requires approval by the County’s Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

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

Which businesses can participate in First Source Hiring?

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

How can first source help your business?

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
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<table>
<thead>
<tr>
<th>Company Address</th>
<th>City, MD</th>
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<tr>
<th>E-mail Address</th>
<th>Telephone</th>
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<th>Acknowledgment Signature</th>
<th>Date</th>
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# Taxpayer Identification Number (TIN) and Certification

(Substitute for IRS Form W-9)

**COMPLETE BOTH SIDES OF FORM**

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

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

---

## SIDE 1

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

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

2. **Business name, if different from above**

### Address

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

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

### Contact Person

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Title</th>
</tr>
</thead>
</table>

### Phone Number

| ( ) | - | Ext: | ( ) | - |

### Fax Number

| ( ) | - |

### E-mail address

---

**Taxpayer Identification Number (TIN)**

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

**Social Security Number**

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

**OR**

**Employer Identification Number**

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

### IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

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

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

<table>
<thead>
<tr>
<th>Individual</th>
<th>Sole Proprietor</th>
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<tbody>
<tr>
<td>Corporation</td>
<td>Partnership</td>
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</table>

**Other: (explain)**

### CERTIFICATION:

Under penalties of perjury, I certify that:

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

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<thead>
<tr>
<th>Signature of U.S. Person</th>
<th>Date</th>
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17 of 53
<table>
<thead>
<tr>
<th>MBE / WBE Certification</th>
<th>City of Baltimore</th>
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</thead>
<tbody>
<tr>
<td><strong>Maryland Department of Transportation (MDOT)</strong></td>
<td><strong>City of Baltimore</strong></td>
</tr>
<tr>
<td>Certification #: _____________________________</td>
<td>Certification #: _____________________________</td>
</tr>
<tr>
<td>Certification Date: _____ / _____ / _________</td>
<td>Certification Date: _____ / _____ / _________</td>
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<tr>
<td>Pending: __________________________________</td>
<td>Pending: __________________________________</td>
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<thead>
<tr>
<th>Business Ownership (Check Only One)</th>
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<tbody>
<tr>
<td>G Government Entity</td>
</tr>
<tr>
<td>H Disabled</td>
</tr>
<tr>
<td>MA Minority-owned, Not small business</td>
</tr>
<tr>
<td>M Minority-owned, Small business</td>
</tr>
<tr>
<td>NS Non-minority-owned, small business</td>
</tr>
<tr>
<td>NL Non-minority-owned, Large business</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Type of Business/Organization</th>
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<tbody>
<tr>
<td>Association Attorneys</td>
</tr>
<tr>
<td>Government Entity</td>
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<tr>
<td>Medical Service Provider</td>
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<td>Other: (explain)</td>
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<table>
<thead>
<tr>
<th>Ethnicity of Ownership (Check Only One)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Asian American</td>
</tr>
<tr>
<td>B African American</td>
</tr>
<tr>
<td>H Hispanic American</td>
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<thead>
<tr>
<th>Incorporation</th>
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<tbody>
<tr>
<td>Incorporation State: ___________________________ OR Date Business Started _____ / _____ / _________</td>
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<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>
1. GENERAL REQUIREMENTS

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

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

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

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

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

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

2. INSURANCE 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

USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN’S BUSINESS ENTERPRISES IN COUNTY CONTRACTS

MBE/WBE Plan Package

Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407

www.baltimorecountymd.gov/go/mwbe
@BaCoBiz4All
PROSPECTIVE BIDDERS/OFFERORS

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

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

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

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

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

   OR

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

NOTE: The MBE/WBE subcontracting goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.
Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

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

APPROVED MBE/WBE LISTINGS

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

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

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

BIDDER/OFFEROR’S ACTIONS

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

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

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

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

2. The following forms shall be completed and submitted
   - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (Form A); from among those names appearing in the Approved MBE/WBE Listings (excluding Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
   - A MBE/WBE Participation (Form B) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
• A MBE/WBE Disclosure and Participation Statement (Form C) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

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

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

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MBE/WBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror must submit the following information at the time bids are due:
The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offoror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offoror'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/offoror contacted each MBE/WBE; and

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

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

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

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

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

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

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

____ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) #_____________________

☐ City of Baltimore #_____________________

☐ Name Other Jurisdiction: _______________________________ # _______________________

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

____ % African American ______% Hispanic American ______% Native American ______% Disadvantaged (DBE)

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

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

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

Date: ________________________ By: __________________________

(Authorized Representative and Affiant’s Name and Title)
*This document must be completed and submitted with Bid/Proposal to Baltimore County.

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

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

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

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

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

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

   Or

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

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

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

   Or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

__________________________________________________________________________
Bidder/Offeror Name _______________________________ Phone Number _______________________________

__________________________________________________________________________
Address __________________________________________________________________________

__________________________________________________________________________
Affiant Signature ___________________________________________________________________

__________________________________________________________________________
Address (continued) __________________________________________________________________

__________________________________________________________________________
Printed Name & Title __________________________________________________________________

__________________________________________________________________________
E-mail address _______________________________________________________________________

__________________________________________________________________________
Date ______________________________________________________________________________
## BALTIMORE COUNTY, MARYLAND
### SUBCONTRACTOR PARTICIPATION SCHEDULE

**FORM B**

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

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

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

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<th>Telephone Number</th>
<th>Minority Status (If applicable):</th>
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<tr>
<th>Fax Number</th>
<th>Select One: ☐ MBE ☐ WBE ☐ SBE ☐ N/A</th>
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<tr>
<th>Provide if Applicable:</th>
<th>NAICS Code(s), Work to be Performed and Dollar Amount</th>
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<td>☐ MDOT ☐ Baltimore City</td>
<td>#__________</td>
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<th>Percent of Total Contract</th>
<th>Subcontractor Address</th>
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### 2. Subcontractor Name and Tax ID

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### 3. Subcontractor Name and Tax ID

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<th>Minority Status</th>
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**Form Prepared by:**

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**Reviewed and Accepted by Baltimore County Minority Business Enterprise Office**

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<tr>
<th>Name</th>
<th>Title</th>
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<tr>
<th>☐ MBE or ☐ WBE Prime Participation</th>
<th>Total MBE Subcontracting Participation</th>
<th>Total WBE Subcontracting Participation</th>
<th>Total MBE/WBE Participation</th>
<th>Total SB/SBE Participation</th>
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October 29, 2019
PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

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

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

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

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
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MBE PRIME CONTRACTOR

Signature of Representative: ____________________________________________

Printed Name and Title: ____________________________

Firm’s Name: ____________________________

Federal Identification Number: ___________

Address: ____________________________________________

Telephone: ____________________________________________

Date: ____________________________________________

Certified ☐ Yes ☐ No

Certifying Jurisdiction ____________________________________________

MBE PRIME CONTRACTOR

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

☐ Disadvantaged

5/10/2019
BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)

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

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

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

Contract Name, Bid/Proposal Number: _____________________________________
________________________________________________________________________________
Name of Prime: ______________________________________________
Name of MBE/WBE Subcontractor: _________________________________________

Print Representative Name, Title                                                   Best Contact Information

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

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

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

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

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

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

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

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

Signature of MBE/WBE Subcontractor: ________________________________ Date: _________________

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

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

Signature of Prime: ________________________________ Date: _________________

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

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

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

   located at ______________________________________________________
   (Number)   (Street)

   ________________________________________________________________
   (City)   (State)   (Zip)

   was offered an opportunity to bid on the ____________________________ contract.

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

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   Signature of Minority Firms MBE/WBE   Representative Title   Date

   MDOT/Baltimore City Certification #   Telephone #

3. PRIME’S SIGNATURE AND CERTIFICATION

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

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

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

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

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

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

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

______________________
Signature – Bidder Offeror

______________________
Print or Type Name of Firm

______________________
Street Address

______________________
City State Zip Code

______________________
Date
To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

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

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

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

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

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

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

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

Cc: File
1. **BACKGROUND.**

1.1 The Baltimore County Department of Environmental Protection and Sustainability (EPS) requires on-call technical services for implementation of various environmental restoration projects to assist Baltimore County in meeting federal and state pollution reduction mandates in local waterways and the Chesapeake Bay. Work assigned under this contract may have constraints including but not limited to schedules, grant funding, scope, size, location or other circumstances that are suited for on-call task assignment.

2. **SCOPE OF WORK.**

2.1 The purpose of this RFP is to select qualified offerors specializing in design and construction of the following environmental restoration services:

   2.1.1 Stream restoration
   
   2.1.2 Maintenance and repair of completed projects
   
   2.1.3 Storm water retrofits, conversions, outfall channels and other bmps
   
   2.1.4 Shoreline restoration
   
   2.1.5 Emergency repairs
   
   2.1.6 Vegetative planting and sustainable landscaping
   
   2.1.7 Other capital water quality improvement work as needed

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

2.3 Work may include any task related to project implementation including but not limited to watershed and site assessment, natural resource inventory, geomorphic and site survey, concept development, design and engineering, permitting, erosion and sediment control, new construction, adaptive management, construction oversight, seeding, planting, vegetative control, tree removal, inspection, monitoring, reporting, as-built services, trash and debris removal and other work as requested by Baltimore County.

2.4 Tasks assigned under this contract are projected to primarily consist of stream restoration services, and repair and maintenance of completed stream restoration projects. Other environmental restoration services are expected, but to a lesser degree. Demand for specific environmental restoration services may be subject to change over the life of the contract.

2.5 Tasks assigned under this contract are projected to primarily require construction services. Technical design expertise will be required, but is not anticipated to be a major component of most task assignments. Proposal submissions may include a design consultant and construction contractor team, or contractors may utilize in-house environmental restoration and water resource engineering expertise and design capabilities. Design services will require a licensed engineer in
2.6 The County reserves the right to award one (1) or more contracts and also reserves the right not to award contracts due to unforeseen circumstances. The total number of contracts may be adjusted at the County’s discretion.

2.7 If multiple contracts are awarded, the County reserves the right to bid the task assignments between the awarded contractors or assign to a selected contractor because of expertise, team availability, or other criteria, at its sole discretion.

2.8 Unless otherwise directed, all work must be completed in accordance with the Baltimore County Department of Public Works Design Manual and/or Standard Specifications for Construction and Materials. Most current versions and any related addenda must be applied.

2.9 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of this contract and task specific specifications and special provisions.

2.10 The Director of EPS, or a 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, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

2.11 Baltimore County reserves the right to make unannounced periodic inspections of all work in progress. The contractor shall contact EPS, or the designated representative at 410-887-2904 at least 48-hours prior to commencement of work. Additional milestone notifications may be required.

2.12 A performance and payment bond, each 100% of the full project price, will be required for each construction task assignment. Both bonds shall be provided to the Purchasing Division prior to the issuance of the Delivery Order for the work.

2.13 Some tasks may be funded by federal or state grant money and may require federal or state wage rates and/or a variation of MBE/WBE requirements and participation. Any special conditions related to project grant funding will vary per task assignment. If applicable, requirements will be provided to the contractors along with the task assignment or when grant award is made.

3. TERM OF AGREEMENT.

3.1 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.

3.2 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.

3.3 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.
4. **QUESTIONS AND INQUIRIES; ADDENDA.** Any inquiries relative to this solicitation should be directed to Brian Mohney, the Buyer, at 410-887-3243 or bmohney@baltimorecountymd.gov.

4.1 A Pre-Proposal Meeting will not be held. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov.

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

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

5. **PREQUALIFICATION.**

5.1 Construction Prequalification Requirement: The construction team must be prequalified in the Department of Public Works Pre-Qualification Work Classifications K5-Stream Restoration for this RFP. **Construction Prequalification** must be approved 5 business days prior to the RFP submittal. Subcontractors are not required to be prequalified, unless otherwise required by individual project assignments.

6. **TECHNICAL PROPOSAL REQUIREMENTS.**

6.1 The technical proposal should consist of the following elements.

6.1.1 Organizational Charts and Team Description—Submit individual and/or combined organizational charts as appropriate to demonstrate the capabilities and depth of the design and construction team. Discuss overall coordination within the team.

6.1.2 Personnel Requirements – Include resumes for individuals filling the following roles under this RFP:

1) Contract Manager  
2) Construction Operations Manager  
3) Foreman  
4) Crew Chief  
5) Primary Operator  
6) Senior Engineer  
7) Design Engineer  
8) Senior Environmental Scientist  
9) Environmental Scientist

Resume information should include: name, role on this contract, work history including length of time at current and previous companies, education, specialized training/certifications/registrations/licensing, specific applicable project experience, and other related information. Resume submissions should be concise and the number of resumes should be limited to include the personnel roles listed above that will have an active role in this contract.

6.1.3 Project Experience – Include 1 page description for each applicable project completed in the last 3 years. Photos are encouraged and may be included as one additional photo sheet per project.
Construction Team - submit up to 10 projects for construction work – 7 stream restoration and 3 projects representing other types of environmental restoration service listed in Section 2.1.

Design Team – submit up to 7 projects – 5 stream restoration and 2 projects representing other types of environmental restoration service listed in Section 2.1.

6.1.4 Project References – Use the Project Reference Form included as part of this RFP. Submitted forms must contain an original signature. Scanned copies of the original signed forms will be accepted. The contact and reference information must be current and verifiable.

Construction Team – include up to 5 stream restoration Project Reference Forms

Design Team – include up to 3 stream restoration Project Reference Forms

6.2 Mock Project Scenarios – The following technical descriptions should be prepared and submitted as part of the RFP response. Proposals will be evaluated in a two-step process. Technical and Price Proposals are to be submitted separately as directed in Section 9. There shall be no reference to the price of products and services required for the Price Proposal in this Technical Proposal.

6.2.1 Mock Project Scenario 1: Design Only.

Based on the information detailed below, provide the following:

6.2.1.1 Develop description of stream stabilization/restoration approach and opinion of construction cost with generalized bid item breakdown. Note any assumptions that were made for this purpose. *The opinion of construction cost should be considered part of the stream restoration approach and submitted as part of this technical proposal.

6.2.1.2 Technical design scope of work. Include outline of design tasks and general descriptions. (Important: The price proposal related to this Scenario 1 design scope of work shall be submitted separately as directed in Sections 7 and 9 of this RFP).

Project Goals:

Improve water quality, reduce erosion, protect utility infrastructure, improve ecological habitat, improve the riparian buffer, and obtain MS4 credits. Project implementation should result in a sustainable, ecologically-functional stream with minimal erosion and long-term infrastructure protection.

Project Description:

Scenario 1 includes approximately 900 feet of degraded urban tributary located in the Piedmont of Baltimore County. The stream is eroding laterally resulting in significant sediment loads going into the Loch Raven Reservoir.

The entire channel is within a County-owned right-of-way with a minimum width of 160 feet. At the top of the channel is a 9’4” x 6’3” arch outfall with end wall and short concrete apron intact. The stream bed drops 16” in elevation directly below the apron. The stream banks are approximately 4 – 6 feet high in the upper section gradually tapering to 1-2 feet high at the downstream 10’ x 5’ box culvert.
The 1.5 year storm flow is 82.4 ft³/s. The drainage area is 0.47 square miles. The land-use is medium density residential with 18% impervious and 9% forest cover.

There is one sanitary sewer crossing at a depth of approximately 0.71’ below the thalweg. There is one storm drain outfall that has a failing concrete apron. There are no overhead utility lines. 100-year water surface elevation increases are not a concern. There are no other design/construction constraints. All work must be within the ROW.
UPSTREAM FROM PHOTO POINT 1

FAILING STORM DRAIN OUTFAL
6.2.2 **Mock Project Scenario 2: Joint Design-Construction.**

Based on the information detailed below, develop a design-build team approach and work outline for the following mock repair and maintenance project involving site evaluation, supplemental design, permitting, construction means and methods and other applicable information. Note any assumptions that were made for this purpose. No price proposal is required for Scenario 2.

**Project Goals:**

Maintain MS4 crediting, repair priority areas of storm damage, utilize adaptive management to maintain function of the project while minimizing overall re-disturbance to the site and total cost.

**Project Description:**

A 6,000 linear foot stream restoration project, completed in 2016, sustained damages associated with back to back high intensity storm events in 2018.

The priority repair area consists of a 300-foot long streambank failure where a 10-foot high bank eroded back approximately 10-12 feet on private property. The original streambank was vertical with severe erosion due to a natural pinch-point constraint and erodible soils. A 27” sanitary sewer line still retains minimal coverage along the toe of the eroded embankment. The original restoration design was limited to grading at 3:1 slope to preserve forested wetlands along the downstream left high bank overland area and to preserve private property along this right high bank. The graded bank slopes were vegetatively stabilized.

Additionally, adaptive management is required to address four isolated locations of boulder bank failure where deep scour pools formed subsequently causing imbricated stone to collapse along the toe of floodplain benches. These areas are located several hundred feet away both up- and downstream from the priority repair area. The adaptive management areas range from 25-75 feet in length. Erosion of the floodplain benches has occurred behind the collapsed boulder bank protection.

Various other linear locations had scour occur behind boulder bank areas and on floodplain benches. These scour areas are not severe but remain vulnerable and have continued to worsen now that the undesirable flow paths have established.

The project has otherwise remained stable and is functioning as designed. The riparian planting and the development of floodplain wetlands have been successful outcomes of the original project. This makes re-access and movement within the site more difficult to minimize disturbance for this repair.

An original construction access point nearest the priority repair area requires re-entry from a busy state road, and a 300 foot haul road that traverses several wetland areas. A channel crossing will be required to reach the priority repair area.

The private property owner is willing to grant permission for the repair work to occur, but is not willing to lose additional square footage of usable property.

Supplemental stone material is expected.

Federal and State permits are still active and indicate “The Corps must evaluate any proposed remediation measures, in coordination with MDE, and advise the permittee how to proceed”. The local grading permit is expired.
6.2.3 Mock Project Scenario 3: Construction Services Only.

Based on the Kelly Branch Stream Restoration Project plans and specifications included with this RFP, develop a description of construction process including project management, schedule, progress reporting, communication, means and methods, quality and accuracy control, personnel, MBE/WBE, S&EC, construction access, materials, in-stream work and any other details or SOP’s that demonstrate the construction teams experience, and ability to deliver a successful project. (Important: the construction price proposal related to Scenario 3 should be submitted separately as described in Sections 7 and 9 of this RFP)

Additional Project Description:

In this scenario, the Kelly Branch Stream Restoration Project is subject to a grant deadline and Use III stream closure.

7. PRICE PROPOSAL REQUIREMENTS.

7.1 Must be submitted separately in accordance with Section 9.

7.1.1 Design price proposal related to Scenario 1 Mock Project Description (Section 6.2.1). Include a summary table detailing hours, per labor category, per task.

7.1.2 Construction price proposal related to Scenario 3 Mock Project Description (Section 6.2.3) for the Kelly Branch Stream Restoration Project. Design plans, specifications and Cost Estimate Form are included as part of this RFP.

8. EVALUATION OF OFFERS.

8.1 Proposals will be evaluated in a two-step process, based on the Offeror’s response to the Mock Project Scenarios described in Section 8 of this RFP. Offerors must note that a number of factors will be considered by Baltimore County in making an award. A Committee will evaluate the proposals based on the weighted evaluation criteria listed below. Price Proposals will not be the sole determining criteria.

8.1.1 Weighted Proposal Evaluation Factors:

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8.1.2 Each proposal will be scored by the evaluation committee. Only those technical proposals that exceed the minimum requirements shall advance to the price proposal Phase of the RFP.

8.1.3 Baltimore County may require offerors whose technical proposals exceed the minimum requirements to give an oral presentation to explain in specific detail areas of the technical proposal which the evaluation committee requires further clarification.
8.1.4 This RFP will result in the submission of “price proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price.

8.1.5 The price proposals will be opened for offerors whose technical proposals are deemed responsive and responsible and have met the pre-established minimum score.

8.1.6 The price proposals for those technical proposals determined to be unacceptable and/or non-responsive will be returned unopened to the offerors.

8.1.7 Baltimore County may require offerors to give an oral presentation to explain price proposals in specific detail when the evaluation committee requires further clarification. Additionally, the evaluation committee may enter into negotiations with offerors and invite “best and final offers” as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County’s sole discretion.

8.1.8 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission. Baltimore County reserves the right to award this Contract on the basis of proposals received without further discussion or negotiation.

8.1.9 Once the evaluation committee has completed its review, the scores for the technical proposals and the scores for the price proposals will be combined for each of the qualified offerors.

8.1.10 After consideration of the factors set forth in this RFP, the committee will recommend award to the offerors whose proposals are most advantageous to the County. Baltimore County reserves the right, in its sole judgement, to make multiple awards of contract to as many offerors as it deems to be in its best interest.

9. **ELECTRONIC SUBMITTAL PROCESS AND REQUIRED COPIES.**

9.1 The cost of preparing Proposals is the responsibility of Offerors.

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

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

9.3 **Technical and Price Proposals are to be submitted separately.** There shall be no reference to the price of products and services in the Technical Proposal. All timely proposals become the property of County.

19.3.1 The Technical and Price Proposal should be submitted in separate emails and marked as such in the subject line.

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

9.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information.

9.6 Each Proposal shall be accompanied by an executed procurement affidavit in the Technical Proposal which is provided by the Purchasing Division in the solicitation package.

9.7 After submitting a Proposal to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Offeror will receive an auto-receipt email. This receipt is proof that the Proposal has been received by the Purchasing Division and should be retained for Offeror’s records. In the case of a proposal submitted in multiple parts as described in 9.4, an auto-receipt email will be generated for each part. The County has no obligation to consider any Proposal for which an auto-receipt was not generated.

9.8 As with any system, power outages or technology problems may arise that are outside of the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Proposal.

9.9 The County reserves the right to waive minor irregularities in conjunction with Proposals

10. **INSURANCE**.

10.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

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

10.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

10.4 The vendor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County, against loss or damage covered by an “All Risk” Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.

11. **COOPERATIVE PURCHASE**.

11.1 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.
11.2 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.

12. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS. The resulting minority and women business participation requirement for this contract is 20%.

12.1 This solicitation will be awarded based upon the tier process and will result in two (2) tiers:

- Tier 1 - Maintenance related tasks not to exceed $100,000 based on the task assignment MBE/WBE participation may or may not be required.
- Tier 2 - New Construction
  - Design phase: 20% MBE/WBE sub-consultant participation per task, and
  - Construction phase: 20% MBE/WBE subcontracting participation per task

12.2 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. Form A-1 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. Forms B-1, C-1, D-1 and E-1 must be submitted along with the bid for the applicable assigned task.

12.3 M/WBE participation levels are to be met with respect to each assigned task unless a waiver is granted by the County for good cause shown.

12.4 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.

12.5 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under Compliance Reporting for Prime Contractors and Sub-Contractors at www.baltimorecountymd.gov/go/mwbe. The contractor must provide a contact person and contact information for the MBE/WBE compliance reporting. 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 the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

13. “SAMPLE” FORM CONTRACT

13.1 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. By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.

13.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
13.3 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 Offeror non-responsive.

13.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

14. **KEY PERSONNEL – DESIGN / CONSTRUCTION TEAMS.** If during the term of this contract, the Contractor changes any member of the design or construction teams presented in their proposal, that member must be replaced by a worker of equal qualifications. Equal qualifications means that the replacement worker’s experience and training must be minimally (in terms of time) equal to his/her predecessor’s experience and training background. The Contractor will have to replace the departed worker before being awarded or commencing work on their next project. If the Contractor does not comply with this time table, The County reserves the right to terminate the contract for default. The same requirement applies if the Contractor changes a design consulting firm, sub-consulting firm, or sub-contractor.

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

15.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County's Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the Contractor/vendor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor/vendor for consideration. The Contractor/vendor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: [http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html](http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html)

16. **MWB/WBE AND/OR ECONOMIC BENEFIT FACTOR.**

16.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

16.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy
16.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

16.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and

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

17. **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 any obligation or penalty.
1. **ESTIMATES.**

   1.1 When called upon, the Contractor shall prepare an estimate for the requested project, to include any and all charges including delivery costs. The estimate shall include a breakdown of costs including, but not limited to, labor, supervision, overhead, materials and any incidentals necessary to complete the project as proposed. The estimate shall be mutually agreed upon between the County and the Contractor prior to the commencement of work.

   1.2 When the Contractor is required to perform work as a result of changes to the project, the Contractor shall prepare a supplemental estimate for the additional work, and submit to the County for review. The estimate shall include a breakdown of costs including, but not limited to, labor, supervision, overhead, materials and any incidentals necessary to complete the changes as proposed. The supplemental estimate shall be mutually agreed upon between the County and the Contractor prior to the commencement of work.

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

   2.1 With regard to this contract, the County 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 County, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

   2.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the Engineer at least seven (7) days prior to beginning work.

   2.3 For construction projects it is anticipated that federal, state and local project permits will be provided to the contractor. Transfers of responsibility may be required as needed. All other permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.

   2.4 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 the 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 the County, more advantageous to the County, shall govern.

3. **WORK SCHEDULE, INTERUPTIONS, PROPERTY PROTECTION.**

   3.1 All work must be performed between the hours of 7:00 a.m. and 7:00 p.m. It shall be the Contractor's responsibility to see that all tools, equipment, and materials are delivered within or adjacent to the work area as specified by the Contractor. Hours may be modified by the County based upon specific needs of the project. Any modification by the Contractor will require the County's written approval.

   3.2 All work can be accomplished during the weekdays Monday through Friday excluding County holidays:
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<td>New Year's Day</td>
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<td>MLK, Jr. Birthday</td>
<td>General Election Day (each even year)</td>
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Work days may be modified by the County based upon specific needs of the project. Any modification by the Contractor will require the County’s written approval.

3.3 The work described in this specification shall be done with the least inconvenience to the County. 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 Engineer.

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

3.5 All work being performed shall fully conform to all local, state, and Federal safety regulations. In an emergency affecting the safety of life, or of the work, or of the adjoining property, the contractor, without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized.

4. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.

4.1 For any project, the specifications might mention specific manufacturer's materials and/or products (where situations require). However, the specifications allow for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.

4.2 The Contractor will notify the County 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, 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 Division 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 Division.

5. INVOICING, PROGRESS PAYMENTS, AND RETAINAGE.

5.1 Invoices must be legibly prepared, showing the full description and price of work performed. Authorization to pay invoices will be given by the Engineer prior to payment of invoices. Invoices must be submitted in duplicate to the Office of Budget and Finance, Disbursements Division, 400 Washington Avenue, Room 148, Towson, MD 21204.

5.2 Cash Discounts - 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.

5.3 Payments under this Contract will be made monthly on the valuation of work accomplished and on account of materials delivered on the site, for incorporation in the work, which are suitably stored.
At the first of each month, the Contractor shall submit to the Engineer an application for payment. Prior to application for first payment, the Contractor shall submit to the Engineer a schedule of values on the various parts of the work, including quantities, aggregating the total sum of the Contract. This shall be so divided as to facilitate payment to subcontractors. The form of the submission shall be such as the Contractor or Engineer have agreed upon, and, if required, shall be supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer-, shall be used as a basis for approval of payment unless it is found to be in error. In applying for payment, the Contractor shall submit, based upon the schedule, itemized in such form and supported by such evidence as the Engineer may require, showing the Contractor’s right to the payment claimed. If required, the Contractor shall show receipts and other vouchers for his payments for materials and labor, including payments to subcontractors. The Engineer may provide schedules for all materials to be purchased from specified allowances. Once the application for payment has been approved by the Engineer, or his designated representative, the Contractor shall submit his invoice as stated in Section 6.

5.4 The Contractor may submit for progress payments for work satisfactorily performed and/or goods, materials, and equipment delivered to the work site. The Engineer shall authorize acceptance of any request for a progress payment prior to actual payment of the corresponding invoice. Retainage up to 5% of the value of the progress payment maybe withheld at the sole discretion of the County and paid upon completion of all work associated with the job.

5.5 Retainage may be held by the County through completion of the one (1) year plant warranty period and completion of plant warranty replacements. Retainage may be reduced during this time at the sole discretion of the County and may be dependent upon the value of the retainage relative to the value of the plant warranty.

6. **PAYMENT WITHHELD.**

6.1 The 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 the following grounds:

6.1.1 Defective work not remedied.

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

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

6.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

6.1.5 Damage to another Contractor.

6.1.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents.

6.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

7. **TEMPORARY SUSPENSION OF WORK.** During the progress of any job, the Contractor may suspend work via written permission of the Engineer, wholly or in part, for weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede traveling public unnecessarily, nor become damaged in any way, and the Contractor
shall take every precaution to prevent damage or deterioration of the work performed, and erect temporary structures where necessary. When conditions permit resumption of work, the Contractor shall notify the Engineer, twelve (12) hours in advance and shall proceed with the work only when and if authority is granted by the Engineer, any work performed without approval by the County, will be at the Contractor risk, and the Contractor shall be held liable for removal of any such work.

8. **CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor payment nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he shall remedy any defects and pay for any damage to the work resulting therefrom, which shall appear within the guarantee period. The County shall give notice of observed defects.

9. **CONTRACTOR’S SUPERVISION.** The Contractor shall constantly maintain efficient supervision of the work, using his best skill and coordinating ability. He shall carefully study and compare all drawings, specifications and other instructions and check them against conditions existing or being constructed on the project. He shall at once report to the County any error, inconsistency or omission which he may discover. The Contractor shall not be held responsible for the existence or discovery of such errors or conflicts and neither shall the adjustment of such errors or conflicts be grounds for claim for extra on the part of the Contractor unless such adjustment involves work not obviously contemplated by the Contract Documents or necessary to progress of the work. He shall be responsible for the coordination of the work of all subcontractors.

10. **GUARANTEES**

10.1 All plant materials furnished and installed under this contract shall be guaranteed for an 85% survival rate minimum period of one (1) year from the date of acceptance of the work by the County. Specialty plantings will require 100% survival rate. The contractor shall include the cost of maintenance in his/her price quotation.

10.2 The contractor shall provide planting maintenance (weeding and watering) as needed to achieve this survival rate. At a minimum, annual maintenance shall consist of manual suppression of vines and other invasive plants in a three (3) foot radius around each tree and shrub, one (1) foot radius around all other smaller plants. Herbicide, fungicide, and fertilizer applications may be allowed for planting maintenance if prior approval is received from the County. In addition leaf litter mulch can be used for suppression of invasive plants for reforestation projects. After any planting is completed a program of watering shall be instituted that is sufficient to support proper plant growth and insure survivability. The frequency and duration of watering shall be dictated by the nature of the on-site soils and the amount of rainfall.
PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: ____________________________________________________________
ADDRESS: ____________________________________________________________________
                                                                                   (City)                                                       (State)                              (Zip Code)
TELEPHONE: ___________________________________  FAX: __________________________
SIGNED: ___________________________________  DATE: __________________________
PRINT NAME: ________________________________  TITLE: ______________________________________
TAX ID NUMBER (FIN/SS#)________________________  EMAIL: __________________________

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

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

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

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

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

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

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

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