REQUEST FOR PROPOSAL NO. P-271

TRANSPORTATION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL MSW

Due Date: 10/09/20, Time: 3:00 PM
Pre-Bid Conference: 09/15/20, Time: 10:00 AM

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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General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

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

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

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

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

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

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

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

6. **Terminations**

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

6.2 Termination for Default:

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

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

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

7. **Hold Harmless – Indemnification**

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

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

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

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

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

17. Maryland Registration / Qualification Requirements:

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

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

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

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

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

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

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

20. American Manufactured Goods Required for Public Works:

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

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

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

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 DEBAMENT**

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 DEBAMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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

___________________________________________________________________________________________
____________________________________________________________________________.

F. **SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

G. **AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

- □ Yes □ No

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

  b. Registered Agent as shown in SDAT:

      Name: ______________________________________________________

      Address: ______________________________________________________

      ______________________________________________________

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

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

  - □ Yes □ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

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

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

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

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<td>City</td>
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<tr>
<th>Contact Person</th>
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<th>Fax Number</th>
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<th>E-mail address</th>
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**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.

<table>
<thead>
<tr>
<th>Social Security Number</th>
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<tr>
<th>Employer Identification Number</th>
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**IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

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

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<thead>
<tr>
<th>Filing Status (Ownership) (LLC is not acceptable)</th>
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<tbody>
<tr>
<td>Individual</td>
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<tr>
<td>Sole Proprietor</td>
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<tr>
<td>Corporation</td>
<td>Partnership</td>
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<td>Other: (explain)</td>
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**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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**MBE / WBE Certification**

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<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
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<tr>
<td>Certification #: _____________________________</td>
<td>Certification #: _____________________________</td>
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<td>Certification Date: _____ / _____ / _________</td>
<td>Certification Date: _____ / _____ / _________</td>
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<td>Pending: ___________________________________</td>
<td>Pending: ___________________________________</td>
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**Business Ownership (Check Only One)**

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<td>Government Entity</td>
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<td>H</td>
<td>Disabled</td>
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<tr>
<td>MA</td>
<td>Minority-owned, Not small business</td>
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<td>M</td>
<td>Minority-owned, Small business</td>
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<tr>
<td>NS</td>
<td>Non-minority-owned, small business</td>
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<tr>
<td>NL</td>
<td>Non-minority-owned, Large business</td>
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<td>O</td>
<td>Other: __________________________</td>
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<td>P</td>
<td>Non Profit</td>
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<td>W</td>
<td>Woman-owned, Small business</td>
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<tr>
<td>WA</td>
<td>Woman-owned, Not small business</td>
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<tr>
<td>X</td>
<td>Woman-owned, Minority, Small business</td>
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<tr>
<td>XA</td>
<td>Woman-owned, Minority, Not small business</td>
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**Type of Business/Organization**

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<tr>
<td>Association</td>
<td>Attorney</td>
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<td>Government Entity</td>
<td>Educational Institution</td>
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<td>Medical Service Provider</td>
<td>Non-profit Organization</td>
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<td>Other: (explain)</td>
<td>Financial Institution</td>
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**Ethnicity of Ownership (Check Only One)**

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<td>A</td>
<td>Asian American</td>
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<td>African American</td>
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<td>H</td>
<td>Hispanic American</td>
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<td>I</td>
<td>American Indian/Alaskan Native</td>
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<td>N</td>
<td>Non-minority</td>
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<td>O</td>
<td>Other Ethnic Group: _____________________________________</td>
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**Incorporation**

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<tr>
<td>Incorporation State: _______________________</td>
<td>Date Business Started _____ / _____ / _________</td>
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**Signature**

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

Signature: ___________________________  Title: ___________________________  Date: ___________________________
1. GENERAL REQUIREMENTS

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

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

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

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

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

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

2. INSURANCE 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.
PROSPECTIVE BIDDERS/OFFERORS

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

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

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

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

   OR

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

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

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

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

APPROVED MBE/WBE LISTINGS

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

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

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

BIDDER/OFFEROR’S ACTIONS

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

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

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

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

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

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

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

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

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

RECORDS AND REPORTS

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

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

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

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

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

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

DETERMINATION OF BID RESPONSIVENESS

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

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

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

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

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

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

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

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

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

____ The Prime is a MBE [ ] or WBE [ ]

[ ] Maryland State Department of Transportation (MDOT) # ______________________
[ ] City of Baltimore # ______________________
[ ] Name Other Jurisdiction: _______________________________ # ______________________

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

____ % African American ______ % Hispanic American ______ % Women

____ % Asian American ______ % Native American ______ % Disadvantaged (DBE)

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

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

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

Date: ________________________ By: _______________________________ (Authorized Representative and Affiant’s Name and Title)
**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.

<table>
<thead>
<tr>
<th>Bidder/Offeror Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>Address</th>
<th>Affiant Signature</th>
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<th>Address (continued)</th>
<th>Printed Name &amp; Title</th>
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<tr>
<th>E-mail address</th>
<th>Date</th>
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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>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/Proposal Name and Number</td>
<td>Project Location</td>
</tr>
<tr>
<td>Base Bid</td>
<td>$</td>
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1. Subcontractor Name and Tax ID

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Minority Status (If applicable):</th>
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<tbody>
<tr>
<td>Fax Number</td>
<td>☐ African American ☐ Disabled</td>
</tr>
<tr>
<td>Select One: ☐ MBE ☐ WBE ☐ SBE ☐ N/A</td>
<td>☐ Alaska Native ☐ Disadvantaged</td>
</tr>
<tr>
<td>Provide if Applicable: ☐ MDOT ☐ Baltimore City #</td>
<td>☐ Asian American Corporation ☐ Female</td>
</tr>
<tr>
<td>☐ Asian American Pacific</td>
<td>☐ Hispanic American ☐ Native American</td>
</tr>
<tr>
<td>☐ Asian American Sub-continent</td>
<td>☐ Small Business ☐ Other</td>
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NAICS Code(s), Work to be Performed and Dollar Amount

<table>
<thead>
<tr>
<th>Subcontractor Address</th>
<th>Percent of Total Contract</th>
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2. Subcontractor Name and Tax ID

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NAICS Code(s), Work to be Performed and Subcontract Dollar Amount

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<th>Subcontractor Address</th>
<th>Percent of Total Contract</th>
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Subcontractor Total Dollar Amount

Form Prepared by:

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<tr>
<th>Name/Date:</th>
<th>Reviewed and Accepted by Baltimore County Minority Business Enterprise Office</th>
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<tr>
<td>Title:</td>
<td>Name</td>
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<td>Email:</td>
<td>Title</td>
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</table>

☐ MBE or ☐ WBE Prime Participation % $ ☐ Total MBE Subcontracting Participation % $ ☐ Total WBE Subcontracting Participation % $ ☐ Total MBE/WBE Participation % $ ☐ Total SB/SBE Participation % $
Baltimore County, Maryland

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

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

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

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

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

<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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</table>

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   Certification Number
☐ MBE  ☐ WBE  ☐ SBE  ☐ N/A

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

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

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

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _______

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

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

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

Signature of MBE/WBE Subcontractor: ___________________________ Date: _________________

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

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

Signature of Prime: ______________________________________  Date: _________________

Prime’s Printed Name and Title: ___________________________
**MBE/WBE – UNAVAILABILITY CERTIFICATE**

(*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. **SCOPE OF SERVICES.**

1.1 Baltimore County, Maryland is a body corporate and politic, and a political subdivision of the State of Maryland. As such, it wholly owns and operates a sanitary landfill and three (3) transfer stations handling MSW located strategically throughout the County. These transfer stations handle Baltimore County residential and commercial MSW as well as the MSW of Harford County – a total of over 718,000 tons of total MSW in FY2020 (a breakdown of tons is in the appendix). There will be no guarantee of tonnage in any contract(s) to be awarded pursuant to this RFP.

1.2 Through this RFP the County is requesting proposals as detailed below:

1.2.1 Proposals for the disposal of Residential MSW (if the disposal site is farther than 75 miles away, then transportation cost will be included, as a Transportation & Disposal or “T&D” proposal).

1.2.2 Proposals for the Transportation and Disposal (T&D) of Commercial MSW.

1.3 It is the intention of this RFP to begin Commercial MSW Transfer Services detailed in the specification as of January 1, 2021.

1.4 It is the intention of this RFP to begin Residential MSW Transfer Services detailed in the specification when sufficient funds are appropriated. There are no funds appropriated for this service in FY’21. The earliest funds could be appropriated for this service would be FY ’22, which begins July 1, 2021. The County historically transferred between 215,000 and 280,000 tons of Residential MSW from 1995 to 2017 and desires to resume that practice in the near future. There will be no guarantee of residential tons in in any contract(s) to be awarded pursuant to this RFP.

2. **SERVICES BEING REQUESTED.**

2.1 Pricing is being requested for the following services at each of the specified County owned, operated, and permitted sites (each a “County Facility” and collectively, the “County Facilities”) (see Appendix A for full historical data on residential tonnage and hours of operation):

2.1.1 Residential MSW Services

2.1.1.1 Central Acceptance Facility (“CAF”), 10275 Beaver Dam Road, Cockeysville MD. 21030:

2.1.1.1.1 Residential MSW Transfer: Disposal only at Contractor’s disposal site $/ton.

2.1.1.2 Residential MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site $/ton.

2.1.2 Eastern Sanitary Landfill (ESL), 6259 Days Cove Road, White Marsh, MD. 21162:

2.1.2.1 Residential MSW Transfer: Disposal only at Contractor’s disposal site $/ton.
2.1.1.2.2 Residential MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site $/ton.

2.1.1.2.3 Harford County transports its MSW to ESL. The Harford County tonnage shall be considered as "residential" tons for the purpose of this proposal.

2.1.1.3 Western Acceptance Facility (WAF), 3310 Transway Road, Halethorpe, MD. 21227:

2.1.1.3.1 Residential MSW Transfer: Disposal only at Contractor’s disposal site $/ton.

2.1.1.3.2 Residential MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site $/ton.

2.1.1.3.3 Residential MSW Transportation Only to ESL: $/ton.

2.1.2 Commercial MSW Services

2.1.2.1 Central Acceptance Facility (“CAF”), 10275 Beaver Dam Road, Cockeysville MD. 21030:

2.1.2.1.1 Commercial MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site.

2.1.2.2 Eastern Sanitary Landfill (ESL), 6259 Days Cove Road, White Marsh, MD. 21162:

2.1.2.2.1 Commercial MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site.

2.1.2.3 Western Acceptance Facility (WAF), 3310 Transway Road, Halethorpe, MD. 21227:

2.1.2.3.1 Commercial MSW Transfer: Transportation and Disposal/T&D to Contractor’s disposal site.

2.1.2.3.2 Commercial MSW Rail Transfer: Transportation and Disposal/T&D by rail to Contractor’s disposal site.

NOTE: The County currently has several proposals and alternatives for the renovation, expansion, and/or relocation of the Western Acceptance Facility. Any one of these would enlarge the facility from one (1) open top loading bay/chute to three (3) or to rail haul. However, no guarantee is being made that any such enlargement will occur in the near future.

2.2 A contract for transferring Commercial MSW at each site (CAF, ESL, WAF) will be awarded to the most responsible Offeror providing the best overall value on the Residential MSW at each site.

2.3 For “Disposal Only” per ton rates on residential MSW, the disposal site must be within 75 miles distant of the County Facility. In such cases, the County will provide transportation.

2.4 Any Disposal Site for Residential MSW farther than 75 miles distant must be given at a “Transportation and Disposal” (T&D) to Contractor’s disposal site per ton rate.

2.5 Offerors can submit pricing proposals with one or more disposal site(s).
2.6 Offerors proposals must identify the capacity in tons which they can dispose of at their proposed disposal site, as well as how much Commercial and Residential MSW they can receive.

2.7 Offerors do not have to submit price proposals for all tonnages or all sites. Price proposals on all or partial tons at each site are acceptable.

2.8 The County can opt to make or not to make awards to multiple contractors at any or all of the County Facilities for Residential MSW at the sole discretion of the County.

2.9 “Transportation Only” services to ESL from either CAF and/or WAF will be used only in case of either disruption of disposal and transportation to a contractor’s disposal site, or as directed by the County. This is in case of a disruption of service (traffic, weather, derailment, etc.) to a disposal site whereby the County redirects MSW to its landfill (ESL).

2.10 Baltimore County has an Inter-Governmental Agreement (IGA) with Harford County whereby Baltimore County receives Harford County’s MSW at its Baltimore County Transfer Station located at the Eastern Sanitary Landfill. Per the IGA, Baltimore County is responsible for the Disposal of Harford County’s MSW. Currently, Harford County’s MSW is under contract until September 30, 2026. At the end of said contract, Harford County’s MSW will be available to the successful bidder, if the successful Offeror mutually agrees to accept the MSW under the terms and conditions of this RFP. All Offerors should be mindful that these tons will be coming available, especially if they are considering the Rail Option outlined in section 2.1.2.p. (for determining possible sufficient capacity).

2.11 The quantities shown (Appendix A) are approximate and are only for the purpose of evaluation. Growth over the next twenty (20) years is projected at two percent (2%) annually. **The County provides this information for reference only and not as a guarantee of future deliveries.** Each Offeror is solely responsible for developing estimates for future waste quantities as part of its technical and cost proposal. Offerors should consider historical information presented in current and previous County solid waste management plans, and industry trends in regional waste volumes. The County does not guarantee a specific amount of acceptable waste, nor provide any minimum or maximum guarantees for the volume of current or anticipated future acceptable waste received at any transfer stations. The County shall have no financial responsibility in the event the amount of acceptable waste handled falls short of current or projected quantities.

2.12 An Offeror who has a currently permitted disposal site that is scheduled to be at capacity before the end of the contract term and who intends to extend that permitted capacity into future years, but due to regulatory issues cannot yet seek such an extension, may submit a proposal provided that the Offeror fully describes the disposal sites permit issues to the satisfaction of the County in its proposal. The County reserves the right to accept or decline this proposal for any reason at its sole discretion.

2.13 For all tonnage, Offerors shall provide prices that are effective the date of the proposal submission. Escalation and Fuel Price adjustments will be made per the Escalation-Non Fuel Price and Escalation-Fuel Price clauses below.

2.14 **Escalation-Non Fuel Price.** Proposed prices shall be firm against any increase for three (3) years from the effective date of the contract. The County will entertain a request for escalation, for Non Fuel prices, in accordance with the current Consumer Price Index at the time of the request or up to a maximum 4% increase on the current pricing, whichever is lower. For purpose of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Item (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor must submit a request for escalation not later than ninety (90) days prior to the end of the current contract year. The County reserves the right to accept or reject the request for a price increase within sixty (60) days. If the price increase is approved, the new price will remain firm for the contract year in which it was requested.
2.15 **Escalation-Fuel Price.** For fuel costs, on July 1st and January 1st of each contract year after the first year, the contract price shall be adjusted up and down according to the Diesel Fuel price index, maintained by the United States Department of Energy ("DOE"), as it relates to the Petroleum Administration for Defense ("PAD") District 1 (East Coast), Sub-District 1B (Central Atlantic) ("PADD 1B"), which includes the State of Maryland. The contract price shall be adjusted to increase or decrease by 2% for every 8-cent ($0.08) increase of decrease in the price of Diesel Fuel above or below the threshold price, which shall be the PADD 1B Diesel Fuel index price for the first Monday after the commencement date of the first contract year. The contract price changes shall apply only to the contract year for which the change was made. Contract price changes due to vehicle fuel cost adjustments shall not be cumulative to the subsequent contract years. At the beginning of each new contract year, the contract price originally proposed for that year (for each contract year in the initial term) or the new CPI-U adjusted contract price (for each contract year in the renewal terms) is adjusted according to the Diesel Fuel price index formula. The contract price is again adjusted in the same fashion on January 1st during the same contract year.

2.16 **Waste To Energy (WTE), Energy From Waste (EFW) Disposal Service may be proposed.** Any proposed WTE/EFW disposal site must meet and maintain all applicable EPA and MDE requirements. If a WTE/EFW site makes a proposal, it must cover the full cost of any environmental upgrades for the next ten years beyond the effective date of the contract period.

2.17 **Railroad Transportation And Disposal:** Railroad Transportation and Disposal services are requested of prospective vendors. The proposed railroad yard for this service is the railroad yard/infrastructure located between Hollins Ferry Rd. and I-695, and between Transway Rd. and Halethorpe Farms Rd. in Halethorpe, Maryland (see note under WAF in 2.1 above). If this Transportation and Disposal option is accepted, it is the intention of the County or the Counties Designee to permit and develop a railroad transfer station serving this location. Specifically:

2.17.1 The Offeror will provide a per ton cost for taking loaded rail cars from the above location to a permitted disposal site (the Offeror will be responsible for account for all rail services, including rail infrastructure and equipment at the above referenced location and for the spurs into the transfer station). The County or its designee, will load the rail cars as specified by the Offeror as required at the County’s its Designee’s cost and place the loaded rail cars in the rail yard to be hauled away and returned by the Offeror. (The County will be responsible for all transfer and transfer related costs and equipment).

2.17.2 The Offeror will provide with its proposal the minimum tons per load (total tons of MSW required to pull a rail transfer to a rail disposal site) required for the price(s) quoted (and any other specifications or terms required for railroad transfer). If the Offeror desires to include transferring its Commercial MSW tons as well, this needs to be clearly included in the proposal.

3. **RESIDENTIAL MSW TRANSFER AND DISPOSAL SPECIFICATIONS.** Residential MSW is delivered to each facility by haulers contracted by the County. The County owns and operates each of the County Facilities. The County will accept, handle, and load into trailers the Residential MSW as it is received and as empty trailers are available. There are two options being requested for this material as follows:

3.1 **Disposal Price Only:** This option involves the County transporting under separate County contract to the Contractor’s disposal site within 75 miles. The proposed price shall be for the receipt and disposal of Residential MSW as delivered to the Contractor’s permitted disposal site. Disposal sites shall be identified in the proposal.

3.2 **Transportation and Disposal (T&D) Pricing:** This option involves the Contractor receiving the Residential MSW from the County Facilities into the Contractor’s empty trailer, and then transporting the Residential MSW to the Contractor’s permitted disposal site(s). The specifications...
4. **COMMERCIAL MSW TRANSFER AND DISPOSAL SPECIFICATIONS.** Commercial MSW is delivered to each County-owned transfer facility by the Contractor’s haulers, or by 3rd party haulers engaged by the Contractor during the operating hours of each facility. The County will receive, accept, and transfer MSW into the Contractor’s trailers (trailers owned and/or contracted for by the Contractor) to be hauled to the Contractor’s final disposal site.

4.1 As per Section 2.1.2 a, a contract for transferring Commercial MSW at each site (CAF, ESL, WAF) will be awarded to the most responsible Offeror providing the best overall value on the Residential MSW at each site.

4.2 The Contractor shall pay the County on a per ton basis for receiving, accepting, and transferring the Contractor’s MSW into the Contractor’s trailers. The Contractor shall pay the County $8.00 per ton for the receipt, acceptance, and transfer of MSW into the Contractor’s trailers. The $8.00 per ton fee shall not increase unless the County’s cost associated with its receipt, acceptance, and transfer of MSW increases in excess of $8.00 per ton. Starting with the first year under the contract in which the County’s cost of receipt, acceptance, and transfer of MSW exceeds $8.00 per ton and for each subsequent contract year, the County, in its sole discretion, may increase the fee per ton to match the County’s current cost of receipt, acceptance and transfer of MSW.

4.3 The County prefers that the Contractor use the same hauling company as contracted by the County to haul its Commercial MSW to its disposal site (s). This is to eliminate issues with several different haulers competing for loads at the transfer sites. An Offeror may, if it chooses, name another company to perform this service, but must provide with its proposal a plan for the integration of such hauler into the transfer/ transportation service at the sites and demonstrate how this service provides the County with the best overall value to the County. In a situation where multiple haulers are engaged at any particular site (s), the site’s Operations Manager shall have the final say in any operation disputes at that site (s).

4.4 The Contractor shall develop a flat fee payment schedule for itself and 3rd party MSW contractors (it being the County’s expectation that the contractor not give itself a rate lower than it offers other MSW companies). The fee schedule may be graduated based on the amount of MSW a company provides either weekly or monthly according to the amount of Commercial MSW delivered. The Contractor has the right to set the fee structure prices as it desires. The Contractor shall provide the fee structure to the County upon request.

4.5 Baltimore County reserves the right to contract with 3rd party entities and dispose of their Commercial MSW through separate County contracts. The various contractors and the successful Offeror(s) will be required to cooperate at each site to ensure the smooth flow of MSW and transportation services. Any disputes at any site (s) will be resolved by the site’s Operations Manager who shall have the final say in any operation disputes at that site (s).

4.6 Baltimore County reserves the right to cut-off Commercial MSW coming in to any of the above sites to meet its permit obligations (facility permits are available upon request). Specifically, the permit requirement of a clean floor (empty building with no MSW in it) at the transfer stations must be met at the end of each operating day. When due to unusual circumstances such as weather, traffic, insufficient trailers, transportation issues etc., the floor cannot be clean, the County will cut off the incoming MSW flow to the transfer station(s).
5. **MSW ADMINISTRATION.**

5.1 Scales and Weighing Records: The County will weigh all of the Contractor’s vehicles arriving at one of the County Facilities on the County’s owned and operated scales (the “County Scales”). Tare weights for each vehicle may be predetermined and utilized with mutual agreement of parties for determined net weight. Otherwise, the Contractor’s vehicles shall weigh out to determine net weight on the County Scales located at the applicable County facility.

5.2 The County’s records will include at least the following information: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck, decal, or permit number).

5.3 The Contractor’s vehicles and transfer trailers will be individually identified with County-supplied affixed decals. There will be no charge to the Contractor for such decal. Decals must be readily visible from scale house window.

5.4 The County may require each vehicle operator to present to the County a card, permit, identification or license to verify data. The County may require, in its sole discretion, anytime, revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles.

5.5 The County at its expense, shall inspect, test, and calibrate each County Scale, as required by applicable law, but no less frequently than once per year. All scale certifications shall be filed at the respective County Facility and be made available upon request to the Contractor. At the written request of the Contractor, the County, in the presence of the Contractor’s representative, will make additional tests of all vehicle scales. The cost of these additional tests shall be borne by the Contractor. If any test proves that a County Scale registers farther above or below the correct reading than permitted by applicable law, the charges and calculations based on scale readings made within ten (10) days preceding the test shall be corrected by the percentage of inaccuracy found. If a test of the County Scale has been performed during the preceding ten (10) days, only the readings and related charges and calculations made after that test shall be corrected on the basis of the subsequent test.

5.6 The Contractor’s drivers shall receive scale tickets/receipts containing the information described for the record transaction as well as the load type (i.e. waste or recyclables) for all loads removed from a County Facility. The Contractor shall track the loads removed from each of the County Facilities each month and furnish the County a report compiled of such information for each month, within ten (10) days after the end of the month. The report shall be in electronic format approved by the County, and include transaction numbers. Any transaction dispute shall be brought to the County’s attention prior to the report distribution. Any discrepancies found in the report are to be corrected and redistributed by the Contractor, accordingly.

5.7 Axle Scales: All of the County Facilities load onto front and rear axle scales. The weights are tabulated onto display panels that can be read by truck drivers in the loading tunnels and by the equipment operators loading the trailers on the tipping floor. The axle scales are calibrated with the main facility weigh scales to ensure accuracy. The Contractor’s operators are responsible for validating legal road weight limitations.

5.8 Reporting: The County shall supply to the Contractor reports compiling the County Scale data for tracking, management, and purposes. The Contractor shall advise the County of the types of reports required and frequency for submission, and the County shall use good faith efforts to supply such to the extent feasible.

6. **ACCEPTABLE WASTE/UNACCEPTABLE WASTE.**

6.1 Acceptable waste means: residential solid waste, as are defined in the Resource Conservation and Recovery Act of 1976, Subtitle D, (Solid Waste Disposal Facility Criteria) at 40 CFR §258.1, as amended, that is permitted to be disposed of at licensed disposal facilities under applicable law.
and permits, and that is not unacceptable waste as defined in this section. Acceptable waste means household garbage, trash, rubbish, refuse and offal of the kinds now normally collected or disposed of, or caused to be collected or disposed of, by the County transfer stations, including, without limitation, leaves, twigs, grass, plant cuttings, items of discarded tangible personal property such as bicycles and baby carriages and other residential waste as are now normally collected or disposed of or caused to be collected or disposed of. In no event shall acceptable waste include any materials that are unacceptable waste as defined below. At any time, the County may, in its discretion, determine that any materials initially defined as unacceptable waste will be reclassified as acceptable waste.

6.2 Unacceptable waste means: any material that by reason of its composition, characteristics or quality is ineligible for disposal at licensed disposal facilities pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., and the regulations thereunder, or any other applicable federal, state or local law, as amended; any waste that licensed disposal facilities are precluded from accepting pursuant to any permit or governmental plan; tires; and any other material that requires special handling or presents an endangerment to the licensed disposal facilities, the public health or safety, or the environment. Unacceptable waste shall include hazardous materials, combustible materials and explosive materials, pathological and biological waste, radioactive materials, ashes, foundry sand, sewage sludge, cesspool and other human waste, “red bag” or other types of infectious medical waste, human and animal remains, motor vehicles, including such major motor vehicle parts as automobile transmissions, engines and rear ends, agricultural and farm machinery and equipment, marine vessels and major parts thereof, any other large vessels, machinery or equipment, used tires, oversized household items such as beds, sofas, refrigerators and other white goods, construction and demolition debris, logs and tree stumps greater than 4' long and 8" in diameter, ashes, building blocks and bricks, earth, wire (bales), heavy steel, stone, concrete, plaster, asbestos shingles, carpets larger than 12’ x 12’, metal cable, and liquid wastes.

7. DISPOSAL SITE(S). The Contractor’s disposal site(s) shall be sited, constructed, permitted and available to receive acceptable waste. Disposal sites shall be sited, constructed, operated, and monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and operated in compliance with applicable federal, state, and local laws and regulations. The Contractor shall not dispose of acceptable waste in a landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of Federal Superfund Program (40CFR Part 300), or that is, or proposed to be, on a similar list under a similar program for any State. If a disposal site is located in a jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan (or its equivalent if the facility is located outside the State of Maryland) the plan of the receiving jurisdiction shall allow waste import from other States to the disposal site.

8. MAINTENANCE.

8.1 The Contractor will retain off-site office, fueling, maintenance, and repair facilities, as well as truck and trailer parking and terminal space for its entire fleet and operation. Tractors, trailers, or other equipment may be kept at a County Facility only with the express permission of the site/facility manager.

8.2 The Contractor shall provide on-site and on-road repair and maintenance services for its fleet. Emergency repair services only may be performed at a County Facility at approved designated locations. Maintenance services must be performed at the Contractor’s shop(s).

8.3 The Contractor has the sole responsibility for the safety and upkeep of the tarp rack and tarping area at all County Facilities. The tarp racks shall be kept safe and serviceable by the Contractor. The Contractor shall indemnify and hold the County, and its officials and employees harmless against all and any damages and/or accidents which occur at, on, around, or within 15 feet of the tarp racks.
8.4 The County or its designated representative may, if necessary, suspend the transfer services, at any time, to make repairs or perform maintenance at the County Facilities. The Contractor shall be notified of the work and the work schedule as soon as practical by the County or its designated representative.

8.5 In the event of partial damage to any of the County Facilities by fire, other casualty, or an uncontrollable circumstance, the County or its designated representative may, if necessary, suspend the transfer services until such a time as the County Facility is operational. Should fire result from actions or inactions of the Contractor, including, but not limited to MSW left on the floor due to insufficient trailers, or the Contractor leaving MSW on the floor past normal operating hours, the Contractor shall be responsible for all costs incurred by the County to restore the County Facility to its condition immediately prior to the fire (including soft costs such as architectural and engineering fees, inspections, etc.), together with all cost of any temporary operations to provide alternative disposal for the diversion of the normal residential MSW the County Facility receives.

8.6 The Contractor is required to coordinate and work with other contractors who also use the County Facilities. Any issues, disputes, or concerns which may arise from the day to day operations should be immediately referred to the site supervisor.

9. **MSW TRANSFER, TRANSPORTATION, AND DISPOSAL OPERATIONS.** The following specifications will govern the physical operations and actual performance of the contract for residential transportation and disposal:

9.1 The County shall load all acceptable residential waste into the Contractor’s trailers for transport to the Contractor’s disposal site. The County shall live load the Contractor's trailers. The Contractor shall immediately remove the trailers from the County Facility. (In case of breakdown, a trailer may be laid over only with the approval of site management/supervision, and must be promptly repaired or removed). The Contractor’s trailers must be specifically designed and manufactured for the purpose of hauling MSW. The Contractor’s trailers must be capable of withstanding the hard use typically associated with handling solid waste, and must be designed, engineered and rated to perform satisfactorily and safely at all times in accordance with generally accepted waste industry procedures. All of the vehicles used for the performance of the waste transfer must have a suitable water tight, leak proof, metal body designed for the collection of solid waste and have a suitable tightly fitting cover which shall be in place at all times, except when loading or unloading. The body shall be so mounted on the chassis that, when fully loaded, the axle load falls within the maximum axle load limit prescribed by law. The Contractor will be responsible for any litter falling out of the transfer vehicles on the grounds after being loaded and on all public roads used for transportation of the material and the spillage of liquids will be considered not acceptable performance.

9.2 The County or its contracted designee shall load all trailers in a commercially reasonable way to try and achieve maximum legal weights. The County does not guarantee that the maximum weight of any trailer can be reached or achieved due to the types of material received, their density, and the amount of moisture that they may contain. The Contractor can designate to the County the weights to be loaded (example rainy day underweights) and the County will load to those desire weights if possible, however, the County cannot guarantee full load weights due to the differing densities and waste types. The County will use good faith efforts not to load any trailer over legal road limits.

9.3 The type of transfer and hauling activities shall be of the live loading type (i.e. the Contractor's road tractor and empty MSW transfer trailer arrive on site, are loaded, and leave the premises to travel to the Contractor’s permitted MSW disposal site). The County or its designated representative will not provide truck or trailer jockey or trailer tarping services.

9.4 The Contractor may opt to utilize the drop and hook methodology of transfer activities at the County Facilities; but it is the Contractor’s sole responsibility and sole cost to provide for the jockeying and staging of trailers to include a tractor, trailer, and driver. The County will not provide truck or trailer jockey or trailer tarping services.
9.5 While the Contractor may use multiple haulers to transport the MSW to its disposal site(s), the Contractor may use only one hauler per County Facility and all hauling shall be under the management and control of its dispatcher. If the Contractor or its hauler requires third party haulers (owner operators or other small independent hauling operations), such third party haulers must be under the direction and control of the Contractor’s management and dispatcher.

9.6 The Contractor’s drivers must weigh their trucks upon arrival at the County Facility and prior to exiting the County Facility. If automated card readers and/or transponders are installed, the drivers must follow the weigh in and out procedures and be responsible for the use or loss of the cards and/or transponders.

9.7 The Contractor will be solely responsible for the tarping of all trailers which have been loaded, or partially loaded, by the end of the day. It is a permit requirement that loaded or partially loaded trailers be tarped at the end of the operating day. If trailers are left un-tarped, the Contractor shall pay to the County two times the cost incurred by the County for tarping the trailers, together with two times the cost of any fines which may be imposed on the County by regulating agencies such as MDE or EPA.

9.8 The Contractor may store its transfer trailers at a County Facility, at the Contractor’s own risk and only with the approval of the County Facility’s Operations Manager. The amount of trailers to be stored is at the sole discretion and approval of each County Facility’s Operations Manager. The County shall not be responsible for any damages to the Contractor’s equipment that may occur as a result of such storage.

9.9 The County will be responsible for any damages to the Contractor’s equipment that results from the County’s negligent actions in loading waste, subject to limitations of the Local Government Tort Claims Act. The County shall not be responsible for wear and tear of the equipment. The Contractor shall immediately notify the County of any claimed damage prior to leaving the County Facility. Failure to report such damage will result in rejection of any damage claim.

10. **MEASURE AND PAYMENT.**

10.1 Removal, transportation, and disposal of acceptable MSW shall be paid for by the unit price per ton. The unit price per ton shall include all labor, materials, tools, equipment, vehicular fuel, vital fluids, maintenance and repair of trucks and trailers, supervision, overhead and burden, profit, and all other items of cost.

10.2 Lease fee for use of the transfer stations for private customers shall be paid by the Lessee to the County by the unit price per ton of private MSW transferred through the facility. The Lessee shall pay the County monthly following the same procedure used for payment of invoices as specified in Section 25 of the General Conditions. The check shall be made out to “Baltimore County, Maryland” and be a certified or cashier’s check.

11. **OFFEROR QUALIFICATIONS.** Each Offeror must meet or exceed the following qualifications, and shall provide evidence of the same in its Technical Proposal:

11.1 Project staff with at least three (3) years management experience developing and operating a waste transfer system that handles an average of at least 800 tons of solid waste per day.

11.2 Offeror’s experience operating and maintaining a solid waste transfer and disposal system utilizing methods proposed by the Offeror.

11.3 Access to a primary final disposal site(s), (landfill, recycling, or waste-to-energy) with the capacity to receive all acceptable waste projected to be exported from the transfer stations over the term of this contract.
11.4 Access to a secondary or backup disposal site(s).

11.5 Possess all permits and licenses required to operate in accordance with all federal, state, and local laws and regulations.

11.6 Operate all current contracts in accordance with industry standards and in Compliance with all applicable federal, state, and local laws and regulations.

12. **PROPOSAL REQUIREMENTS.**

12.1 Each Offeror’s Technical Proposal must include the following:

12.1.1 Name of firm.

12.1.2 Business address.

12.1.3 Type of organization.

12.1.4 Offeror’s authorized representative and contact information including telephone and Email information.

12.1.5 How many years has the Offeror been in business under the present name?

12.1.6 List any other names under which your firm has done business during the past ten (10) years and indicate the years during which the firm was so named.

12.1.7 If the Offeror is a subsidiary of another firm or is intended to be a newly created subsidiary, include the information requested in the bulleted items above for the parent company and describe the role of the parent company in this project.

12.1.8 If the Offeror is a joint venture or partnership, attach to this form a narrative description identifying the relationship and responsibilities of the members of the joint venture or partnership and the mutual contractual obligations of the members and include the information requested above for all members.

12.1.9 Disclose if the Offeror, or any parent or affiliated organization, or any of the principals of the Offeror or any parent or affiliated organization, has ever been convicted of any misconduct or been fined an amount greater than $10,000 for a civil or criminal violation of any federal, state, or local statute or regulation in connection with a solid waste or transportation service agreement. If there is information to disclose, state the name of the person, the name of the firm, the case number, and the circumstances surrounding the conviction or violation.

12.1.10 List any and all subcontractors that may perform more than ten (10) percent of the project value.

12.1.11 Describe the Offeror’s experience in transporting and disposing (landfill, recycling, or waste-to-energy) of MSW for projects of similar size and scope. Indicate the method of transport and location of final disposal. Provide information for projects that clearly demonstrates the Offeror’s experience in similar projects involving acceptable waste removal, transportation, and disposal, including management of short-haul and long-haul systems, compliance with Maryland Department of Transportation (MDOT) transport regulations; operating intermodal facilities (if applicable); operating, maintaining, permitting and monitoring; and the long-term financial commitments to closure and post-closure of Subtitle D compliant municipal solid waste landfills. Provide descriptions of the
projects performed in the past ten (10) years that are similar to the project described in this RFP. Project descriptions should, at a minimum, provide the following information:

12.1.12 Name and location of disposal facility.

12.1.13 Facility owner and references, owner contact, address and telephone number.

12.1.14 Regulatory agencies of jurisdiction, agency names, references, contacts, addresses and telephone numbers.

12.1.15 Year developed.

12.1.16 Facility design, capacity and remaining capacity over twenty (20) years.

12.1.17 Description of Offeror’s involvement in landfill operations and compliance.

12.1.18 Description of Offeror’s involvement in the project with respect to long-haul transport, mode of transport, and intermodal transfer, if any.

12.1.19 Copies of permits.

12.1.20 Provide resumes of the firm’s key officers or principals. Provide resumes for persons responsible for the following project functions and the percent of time committed to this project:

12.1.20.1 Project manager (and primary contact person if different).

12.1.20.2 Contract administrator.

12.1.20.3 Finance manager.

12.1.20.4 Equipment procurement and installation.

12.1.20.5 Construction management.

12.1.20.6 Operations.

12.1.20.7 Maintenance.

12.1.20.8 Records and administration.

12.1.20.9 Include an organization chart. Provide sufficient detail to indicate the relationship between all personnel for which resumes are included.

12.1.21 Provide information on its proposed backup disposal site. The contingency plan shall demonstrate the availability of the disposal site for use by the Offeror and that the backup disposal site meets the requirements of the proposed disposal site.

12.1.22 The Offeror’s proposal shall clearly state the trailer types to be used for transfer operations.

12.1.23 Transportation:

12.1.23.1 Describe all transportation phases such as short-haul leg, intermodal facility(s), transportation method, etc.
12.1.23.2 Describe backup transportation modes during emergencies, strikes, inclement weather, etc.

12.1.23.3 Describe the ownership of transportation equipment and facilities, or the legal basis for use of such equipment and facilities.

12.1.23.4 Status of permits required.

12.1.23.5 Copies of permits (if issued) or draft permits with schedule for obtaining permits.

12.1.24 Contingency Plans:

12.1.24.1 Contingency plan for operating procedures that will take effect in the event of interruption of normal waste transportation/disposal options including work stoppage by the Contractor’s employees or subcontractors, emergency weather conditions, building or equipment failure, lack of access to the primary system for transportation, lack of access to the primary disposal site and handling of wastes from catastrophic events.

12.1.25 Offerors shall provide the following information for all companies, subsidiaries and/or parent companies that will work on the project. The County shall have sole discretion to determine the adequacy of proposed companies, subsidiaries or subcontractors. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

12.1.26 Copies of most recent 10-Ks filed with the U.S. Securities and Exchange Commission (SEC) and all 10-Qs since the last 10-K; or, if a 10-K form is not filed with the SEC, the following (Note: in addition to the following information, an Offeror may be required to submit additional financial information to satisfy other governmental reporting and disclosure rules):

12.1.26.1 Certified audited financial statements or annual financial reports for the past three fiscal years to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than three (3) years of financial statements are available, this information should be provided to the fullest extent possible.

12.1.26.1.1 Copies of the latest quarterly financial report.

12.1.26.1.2 A copy of the latest annual report.

12.1.26.1.3 Information on any material changes in the mode of conducting business, bankruptcy proceedings, assignments of accounts or assets, corporate restructuring, and mergers or acquisitions within the past three (3) years, including comparable information for related companies and company principals.

12.1.26.1.4 Information on the Offeror’s access to bank lines of credit, revolving credit agreements, or other sources of working capital funds.

12.1.27 A copy of the prospectus and official statement, if any, for the Offeror’s latest security offerings.
12.1.28 The rating on outstanding corporate debt, if any has been issued, with recent copies of the rating agency reports on that outstanding corporate debt.

12.1.29 A description of all financial commitments in excess of one million dollars ($1,000,000) presently obligated, including completion guarantees on all construction projects and operating agreements and their bearing on the Offeror’s financial ability to guarantee the performance and other requirements of this project.

12.1.30 A description of any outstanding contractual arrangements, including off balance sheet items that may have a bearing on the ability of the firm to meet its obligations to the County, with respect to:

12.1.30.1 Corporate guarantees.

12.1.30.2 Affiliations.

12.1.30.3 Partnerships and/or joint ventures (describe assets and liabilities).

12.1.30.4 Other sources of guarantees that may exist.

12.1.31 Pending or potential legal actions that would materially affect Offeror’s financial situation and/or its ability to meet its contractual obligations to the County.

13. **MANDATORY PRE-PROPOSAL TELECONFERENCE.**

13.1 A pre-proposal teleconference is scheduled for Tuesday, September 15, 2020 at 10:00 a.m. via WebEx. Prospective Offerors should contact the Buyer at bmohney@baltimorecountymd.gov for WebEx information and to be added to the registration list for the teleconference. **The deadline to register for the Pre-Proposal conference is Friday, September 11, 2020 at 4:00 pm.**

13.2 **All Offerors are required to attend the Pre-Proposal Teleconference. Proposals will not be entertained from Offerors who are not in attendance.**

14. **QUESTIONS AND INQUIRIES; ADDENDA.**

14.1 Questions will be entertained at the teleconference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov.

14.2 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.

14.3 **The deadline for written questions pertaining to this solicitation is seven business days prior to the bid closing date.**

15. **EVALUATION OF OFFERS.** Award will be made to the responsible offeror whose proposal best meets the needs of the County as set forth herein. The County reserves the right to evaluate proposal for each service individually, or in combination with other services.

15.1 Proposals will be evaluated based on the following criteria, listed in order of importance.

15.1.1 Overall best value to Baltimore County, Maryland.

15.1.2 Management, to include the following:
15.1.2.1 Experience in delivering similar services at similar facilities.

15.1.2.2 Experience and qualifications of proposed managers for this project.

15.1.2.3 Adequacy of contingency plans.

15.1.2.4 Ability to provide a backup disposal facility permitted and operating in accordance with Federal, State and local law.

15.1.2.5 Evidence of disposal capacity for ten (10) years from start of the operations.

15.1.3 Prior Experience, to include the following:

15.1.3.1 Meeting or exceeding performance measures at similar facilities.

15.1.3.2 Performance history of the proposed disposal (landfill, recycling, waste-to-energy) site(s). This includes compliance and adherence to federal, state, and local laws and regulations and clear evidence that the facility(s) are permitted to accept County wastes identified in this RFP.

15.1.4 Finance, to include the following:

15.1.4.1 Evidence of financial ability to provide the services required.

15.1.4.2 Ownership or effective control of the proposed disposal site(s).

15.1.5 Staff, to include the following:

15.1.5.1 Evidence of labor resources to provide the services required.

15.1.5.2 Resumes and qualifications of proposed key staff for this project.

15.1.6 Subcontractors, to include:

15.1.6.1 List of subcontractors and subcontractor qualifications.

15.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the Offeror or Offerors whose proposal is most advantageous to the County.

15.3 This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County 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.

15.4 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 forthrightness at the time of proposal submission.

15.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

16. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.
17. **ELECTRONIC SUBMITTAL PROCESS AND REQUIRED COPIES.**

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

17.2 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.

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

17.3 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.

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

17.4 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.

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

17.6 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.

17.7 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 17.4, 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.

17.8 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.

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

18. **PRICES.**

18.1 Prices quoted must remain firm for the period covered by the contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
19. **TERM OF AGREEMENT.**

19.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to three (3) 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.

19.2 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.

19.3 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.

20. **TERMINATION.**

20.1 **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.

20.2 **Termination for Convenience:** The County may terminate a contract in whole or in part, without cause, by providing 180 days 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 the work to be performed during the final days prior to the 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.

21. **DELIVERY ORDERS.**

21.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of the County. Specific quantities and delivery information will be indicated on delivery orders. Each delivery order will refer to the master agreement number. Delivery orders issued within the term of the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions herein.

22. **COOPERATIVE PURCHASE.**

22.1 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.

22.2 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.

23. **INSURANCE.**

23.1 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.

23.2 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.

23.3 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.

24. **“SAMPLE” FORM CONTRACT**

24.1 A sample of the County’s form contract may be found on the Baltimore County website at [http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html](http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html). 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.

24.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.

24.3 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.

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

25. **INVOICES.**

25.1 Original invoices must be submitted in duplicate by the twenty-fifth (25th) day of the calendar month immediately succeeding the calendar month for which such amounts are payable to the Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. Invoices must be legible prepared showing the full description of all services performed. Each invoice shall set forth the amount of the service fee payable to the Contractor for the applicable period, together with supporting documentation including scale records, sufficient to allow the recipient of the invoice to verify the Company’s calculations of the service fee. Invoices in the proper form and approved by the Chief, Bureau of Solid Waste Management, or his authorized representative shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

25.2 Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the services 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.

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

25.3.1 Services not performed (MSW not removed from transfer station sites, MSW is not transported legally to final disposal site(s), disposal is not completed legally).
25.3.2 Failure of the Contractor to make payments properly to subcontractors or for material or labor.

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

26.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe) or you may contact the buyer on the solicitation.

26.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

26.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

26.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under **Compliance Reporting for Prime and Sub-Contractors** at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe). The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at [mwbe@baltimorecountymd.gov](mailto:mwbe@baltimorecountymd.gov) or call 410-887-3407.

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

27.1 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.

27.2 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)

28. **MWB/WBE and/or ECONOMIC BENEFIT FACTOR.**

28.1 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:

28.1.1 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

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

28.1.3 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

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

29. **COUNTY HOLIDAYS.**

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

30. **MULTI-AGENCY PROCUREMENT.**

30.1 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order will be issued against the original master agreement, confirming the contracted pricing and giving quantity and delivery requirements.
### APPENDIX A

**Baltimore County MSW Tonnage Records**

#### Residential MSW

<table>
<thead>
<tr>
<th>FY</th>
<th>CAF</th>
<th>ESL</th>
<th>WAF</th>
<th>TOTAL</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>149,467</td>
<td>139,564</td>
<td>70,732</td>
<td>359,763</td>
<td>1.0%</td>
</tr>
<tr>
<td>2019</td>
<td>148,580</td>
<td>136,263</td>
<td>71,393</td>
<td>356,236</td>
<td>0.9%</td>
</tr>
<tr>
<td>2018</td>
<td>143,101</td>
<td>134,324</td>
<td>75,694</td>
<td>353,119</td>
<td>0.2%</td>
</tr>
<tr>
<td>2017</td>
<td>143,826</td>
<td>122,016</td>
<td>86,543</td>
<td>352,385</td>
<td>-3.1%</td>
</tr>
<tr>
<td>2016</td>
<td>148,229</td>
<td>128,213</td>
<td>87,131</td>
<td>363,573</td>
<td>3.9%</td>
</tr>
<tr>
<td>2015</td>
<td>145,304</td>
<td>117,382</td>
<td>87,086</td>
<td>349,771</td>
<td>0.3%</td>
</tr>
<tr>
<td>2014</td>
<td>135,423</td>
<td>120,242</td>
<td>93,065</td>
<td>348,730</td>
<td>1.8%</td>
</tr>
<tr>
<td>2013</td>
<td>129,063</td>
<td>119,231</td>
<td>94,154</td>
<td>342,438</td>
<td>-3.9%</td>
</tr>
<tr>
<td>2012</td>
<td>122,702</td>
<td>133,621</td>
<td>100,174</td>
<td>356,497</td>
<td>-4.4%</td>
</tr>
<tr>
<td>2011</td>
<td>121,499</td>
<td>152,547</td>
<td>98,845</td>
<td>372,891</td>
<td>-6.8%</td>
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<td>2010</td>
<td>137,268</td>
<td>160,467</td>
<td>102,200</td>
<td>399,935</td>
<td>-3.8%</td>
</tr>
</tbody>
</table>

#### Commercial MSW - Transfer

<table>
<thead>
<tr>
<th>Year</th>
<th>CAF</th>
<th>ESL</th>
<th>WAF</th>
<th>Harford County</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>68,192</td>
<td>50,888</td>
<td>87,298</td>
<td>152,795</td>
</tr>
<tr>
<td>2019</td>
<td>77,376</td>
<td>72,972</td>
<td>116,228</td>
<td>134,532</td>
</tr>
<tr>
<td>2018</td>
<td>72,138</td>
<td>60,911</td>
<td>104,971</td>
<td>138,587</td>
</tr>
<tr>
<td>2017</td>
<td>91,628</td>
<td>64,889</td>
<td>104,072</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>108,374</td>
<td>64,346</td>
<td>135,617</td>
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</tr>
<tr>
<td>2015</td>
<td>104,871</td>
<td>59,127</td>
<td>189,922</td>
<td>0</td>
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<td>2014</td>
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<td>60,685</td>
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</tr>
<tr>
<td>2013</td>
<td>93,091</td>
<td>51,470</td>
<td>162,244</td>
<td>0</td>
</tr>
<tr>
<td>2012</td>
<td>127,076</td>
<td>55,040</td>
<td>161,119</td>
<td>0</td>
</tr>
<tr>
<td>2011</td>
<td>148,873</td>
<td>53,320</td>
<td>162,795</td>
<td>0</td>
</tr>
<tr>
<td>2010</td>
<td>166,779</td>
<td>36,174</td>
<td>161,478</td>
<td>0</td>
</tr>
</tbody>
</table>
PRIC SHEET

Definitions:

“T&D”: Transportation and Disposal

“Capacity Tons”: The amount of tons that the Contractor can dispose of as related to the amounts given in the “Tonnage Records

<table>
<thead>
<tr>
<th>CENTRAL ACCEPTANCE FACILITY (CAF):</th>
<th>Per Ton</th>
<th>Capacity/Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential MSW Disposal Only:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
<tr>
<td>Residential MSW T&amp;D to Contractor’s Disposal Site:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
<tr>
<td>Residential MSW Transportation only to Eastern Sanitary Landfill:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
<tr>
<td>Commercial MSW T&amp;D to Contractor’s Disposal Site:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EASTERN SANITARY LANDFILL (ESL):</th>
<th>Per Ton</th>
<th>Capacity/Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential MSW Disposal Only:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
<tr>
<td>Residential MSW T&amp;D to Contractor’s Disposal Site:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
<tr>
<td>Commercial MSW T&amp;D to Contractor’s Disposal Site:</td>
<td>$_____</td>
<td>_____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WESTERN ACCEPTANCE FACILITY (WAF):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential MSW Disposal Only:</td>
</tr>
<tr>
<td>Residential MSW T&amp;D to Contractor’s Disposal Site:</td>
</tr>
<tr>
<td>Residential MSW Transportation only to Eastern Sanitary Landfill:</td>
</tr>
<tr>
<td>Commercial MSW T&amp;D to Contractor’s Disposal Site:</td>
</tr>
<tr>
<td>Commercial MSW Rail Transfer: T&amp;D to Contractor’s Disposal Site:</td>
</tr>
</tbody>
</table>

**Rail Transfer Requires Proposal as defined in Section 2 of the General Conditions**
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.