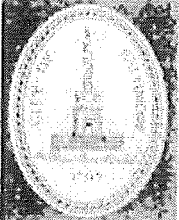


<b>FROM</b>	NAME & TITLE	Timothy M. Krus, CPPO, City Purchasing Agent <i>TMK</i>	CITY OF BALTIMORE  <b>MEMO</b>	
	AGENCY NAME & ADDRESS	Bureau of Purchases (410)396-5700 231 E. Baltimore Street, Suite 300		
	SUBJECT	Formal - Low Bid		

TO

Honorable President and Members  
of the Board of Estimates

DATE December 16, 2014

Dear President and Members:

**ACTION REQUESTED OF B/E:**

The Board is requested to approve an award of Solicitation Number B50003226 - Flat Tire Repair to Donald B. Rice Tire Co., Inc. located at 909 N. East Street Frederick, MD. 21701. Period covered is December 24, 2014 through December 23, 2017, with two one-year renewal options.

**AMOUNT OF MONEY AND SOURCE OF FUNDS:**

\$1,000,000.00

Account No.: 2030-000000-0000-000000-170013

**BACKGROUND/EXPLANATION:**

Vendors were solicited by posting on Citibuy, eMaryland Marketplace, and in local newspapers. Two bids were received and opened on October 29, 2014. One bid was found to be non-responsive.

The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less.

Req. No.: R646575

Department of General Services, Fleet Management

**MBE/WBE PARTICIPATION:**

MWBOO set goals of 3% MBE and 0% WBE and found the vendor compliant on November 24, 2014.

MBE: Michael Tyrone Latham d/b/a Maryland Scrap Hauling Services - 3%

**LOCAL HIRING:**

Applicable

**LIVING WAGE:**

Applicable

APPROVED BY BOARD OF ESTIMATES

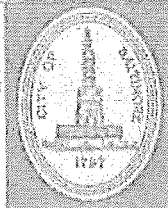
DATE

CLERK

TMK: KRT

#0282

CITY OF BALTIMORE  
STEPHANIE RAWLINGS-BLAKE, Mayor



DEPARTMENT OF FINANCE  
BUREAU OF PURCHASES  
231 E. Baltimore Street, Suite 300  
Baltimore, Maryland 21202

October 22, 2014

To: Prospective Bidders

Solicitation Title: **Flat Tire Repairs**  
Solicitation Number: B50003226

Addendum Number: I

As points of clarification concerning the solicitation noted above, please note the following:

- I. On page 3 the due date should read the same as all others, October 29, 2014.
- II. On page 7, SW11, paragraph A, added the proper amount of bid bond, \$20,000.00 which is to be in proper form as described in paragraph B.
- III. On Page 15, DS1 paragraph A, added the full estimated value of the contract, be it more or less, at \$1,000,000.00
- IV. Under Bid Price Sheet, Section II, letter E was added.
- V. Bid pages B-29 and B-30 are added for Local Hiring.

If they so desire, vendors who have already submitted their bid may pick it up at City Hall, Room 204, 100 North Holliday Street, Baltimore, MD 21202, and resubmit their bid on the bid Due Date before 11:00 A.M.

**FAILURE TO ACKNOWLEDGE THIS ADDENDUM COULD RESULT IN REJECTION OF BID**

*Note:* A signed copy of this Addendum must be attached to your bid.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy M. Krus, CPPO  
City Purchasing Agent

TK/krt

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**II. Tire Repair Services. Quote a Flat rate price for each job.**

**A. Passenger Tires**

<u>Description</u>	<u>Price</u>
(1) Alignment-Wheels-Pass (Inc. Toe Setting)	\$ <u>25.00</u>
(2) Spin Balance-Pass (Inc Mount/Dismount)	\$ <u>0</u>
(3) Spin Balance-Pass-Drive In (Inc On/Off vehicle)	\$ <u>15.99</u>
(4) Dismount/Mount-Pass (Inc On/Off vehicle)	\$ <u>0</u>
(5) Dismount/Mount-Pass Drive In ( Purchase tire)	\$ <u>0</u>
(6) Dismount/Mount Labor-Pass	\$ <u>0</u>
(7) Flat Repair-Pass (On/Off vehicle)	\$ <u>0</u>
(8) Flat Repair Labor (Inc Dismount/Mount) Pass	\$ <u>0</u>
(9) Flat Repair Labor (Inc Dismount/Mount) Pass-Drive in	\$ <u>0</u>
(10) Powder Coat Wheel Reconditioning-Pass	\$ <u>10.00</u>
(11) Rotation Pass	\$ <u>0</u>
(12) Rotation Pass-Drive in	\$ <u>0</u>
(13) Repair Material-Pass-Drive in	\$ <u>0</u>
(14) Scrap Tire Disposal-Pass	\$ <u>10.00</u>
(15) Valve New-Pass	\$ <u>8.00</u>
(16) Valve New Chrome-Pass	\$ <u>0</u>
(17) Cost plus <u>3</u> % for the tire	

**B. Industrial Tires**

<u>Description</u>	<u>Price</u>
(1) Dismount/Mount (Inc On/Off vehicle)	\$ <u>10</u>
(2) Dismount/Mount Labor	\$ <u>0</u>
(3) Dismount/Mount Labor Drive-in	\$ <u>0</u>
(4) Flat Repair (Include On/Off vehicle)	\$ <u>0</u>
(5) Flat Repair (Inc Dismount/Mount)	\$ <u>0</u>
(6) Powder Coat Wheel Reconditioning	\$ <u>0</u>
(7) Rotation	\$ <u>0</u>
(8) Rotation-Drive in	\$ <u>0</u>
(9) Repair Material	\$ <u>0</u>
(10) Scrap Tire Disposal	\$ <u>15.00</u>
(11) Valve New (bolt-in or snap-in)	\$ <u>8.00</u>
(12) Valve New (liquid fill)	\$ <u>11.00</u>

**B500003226 - Tire Repair Services - Due: October 29, 2014**

(13) Road Service Day Rate

(14) Cost plus 10 % for the tire

**C. Grader/Tractor Tires**

(1) Dismount/Mount (Inc on/off vehicle)	\$ <u>0</u>
(2) Dismount/Mount Labor	\$ <u>0</u>
(3) Dismount/Mount Labor Drive-in	\$ <u>0</u>
(4) Flat Repair (Include on/off vehicle)	\$ <u>0</u>
(5) Flat Repair (Inc Dismount/Mount)	\$ <u>0</u>
(6) Powder Coat Wheel Reconditioning	\$ <u>0</u>
(7) Rotation	\$ <u>0</u>
(8) Rotation-Drive in	\$ <u>0</u>
(9) Repair Material	\$ <u>0</u>
(10) Scrap Tire Disposal	\$ <u>0</u>
(11) Valve New (bolt-in or snap-in)	\$ <u>0</u>
(12) Valve New (liquid fill)	\$ <u>0</u>
(13) New Calcium Installed per Gallon	\$ <u>5.00</u>
(14) Transfer Calcium per Gallon	\$ <u>5.00</u>
(15) Scrap tire disposal	
(16) Cost plus <u>10</u> % for the tire	

**D. Light Truck Tires**

(1) Spin Balance-L/T (include Mount/Dismount)	\$ <u>15.00</u>
(2) Spin Balance-L/T Drive-in (on/off vehicle)	\$ <u>0</u>
(3) Dismount/Mount L/T (include on/off vehicle)	\$ <u>0</u>
(4) Dismount/Mount L/T Drive in ( On/Off vehicle)	\$ <u>0</u>
(5) Dismount/Mount Labor -L/T	\$ <u>0</u>
(6) Flat Repair Labor -L/T	\$ <u>0</u>
(7) Flat Repair Labor - Loose -L/T	\$ <u>0</u>
(8) Powder Coat Wheel Reconditioning-L/T	\$ <u>10.00</u>
(9) Rotation-L/T	\$ <u>0</u>
(10) Rotation L/T Drive in	\$ <u>0</u>
(11) Repair material L/T	\$ <u>0</u>
(12) Scrap Tire Disposal L/T	\$ <u>10.00</u>
(13) Valve-New Bolt-in (TR501,500,575)-L/T	\$ <u>0</u>
(14) Cost plus <u>3</u> % for the tire	

B500003226 - Tire Repair Services - Due: October 29, 2014

E. Boom Trucks

(1)	Spin Balance- (include Mount/Dismount	\$ <u>0</u>
(2)	Spin Balance- Drive-in (on/off vehicle)	\$ <u>0</u>
(3)	Dismount/Mount (include on/off vehicle)	\$ <u>50</u>
(4)	Dismount/Mount Drive in (On/Off vehicle)	\$ <u>0</u>
(5)	Dismount/Mount Labor	\$ <u>0</u>
(6)	Flat Repair Labor	\$ <u>50</u>
(7)	Flat Repair Labor - Loose	\$ <u>0</u>
(8)	Powder Coat Wheel Reconditioning	\$ <u>0</u>
(9)	Rotation	\$ <u>0</u>
(10)	Rotation Drive in	\$ <u>0</u>
(11)	Repair material	\$ <u>25.00</u>
(12)	Scrap Tire Disposal	\$ <u>20.00</u>
(13)	Valve-New Bolt-in	\$ <u>10.00</u>
(14)	Cost plus <u>40</u> % for the tire	

B500003226 - Tire Repair Services - Due: October 29, 2014

Here is a list of the most used tires in the Fleet to help with pricing. Any tire not listed will be charged to Fleet Management at the cost plus percentage mark up as bid above in letters A-D. Documentation of your cost shall be included with the invoice.

PASSENGER TIRES (GOODYEAR)

P195/70R14 REGATTA 2	NOT AVAILABLE
P185/70R14 REGATTA 2	N/A
P185/75R14 REGATTA 2	N/A
P185/60R15 REGATTA 2	N/A
P195/60R15 REGATTA 2	N/A
P195/65R15 REGATTA 2	N/A
P205/65R15 REGATTA 2	N/A
P205/70R15 REGATTA 2	N/A
P205/75R15 REGATTA 2	N/A
P215/60R15 EAGLE GT	\$23.32
P215/70R15 98S INTEGRITY	N/A
P215/75R15 WRANGLER RTS	N/A
P225/70R15 INTEGRITY	N/A
P225/75R15 WRANGLER SRA	\$97.58
P235/70R16 WRANGLER SRA	\$111.54
P265/70R16 S2 WRANGLER RTS	N/A
P215/70R16 WRANGLER HP	N/A
P215/60R16	
P225/60R16 EAGLE RSA	NA
P235/55R17 EAGLE RSA	NA

B500003226 - Tire Repair Services - Due: October 29, 2014

LIGHT TRUCK (GOODYEAR)

LT235/75R15 WRANGLER RT/S NA  
LT225/70R16 WRANGLER RTS NA  
LT225/75R16 WRANGLER HT-E \$106.56  
LT235/85R16 WRANGLER HT-E \$113.54  
LT265/75R16 SILENT ARMOR NA  
LT215/85R16 WRANGLER HT-E \$114.29  
LT245/75R16 WRANGLER HT \$114.00  
LT255/75R17 WRANGLER SRA N/A  
LT245/70R17 WRANGLER SRA \$141.41  
LT245/75R17 WRANGLER SRA \$148.19  
LT275/70R18 WRANGLER SR-A \$170.69

HEAVY TRUCK (GOODYEAR)

215/75R17.5 G114 \$227.51  
225/70R19.5 REG.-G647 M&S G124 NA  
245/70R19.5 REG.-G647 M&S G622  
265/70R19.5 REG.-G159 M&S G124 NA  
10R22.5 REG. G661 M&S G622 \$309.13  
11R22.5 REG. G661 M&S G182 \$379.63  
12R22.5 REG. G149 M&S G288 \$574.05  
265/75R22.5 REG. G149 M&S G124 NA  
315/80R22.5 REG. G291 \$500.28  
385/80R22.5 REG. G296 N/A  
425/80R22.5 REG. G286 N/A

B500003226 = Tire Repair Services - Due: October 29, 2014

EQUIPMENT TIRES

23-10.5-12 \* 112.50  
27-9.50-15 NA  
6.5-16 # 125.19  
7.50-16 \* 154.00  
12.5-80-18 \* 262.24  
405/70R18 NA  
17.5x65-20 NA  
425x75R20 NA  
14.9-24 # 314.00  
19.5-24 # 455.80  
21L-24 # 650.00  
15.5-25 # 449.14  
20.5-25 # 909.24  
23.5-25 # 2999.00

SOLID TIRES (PRESS ON)

TRAILER TIRES (GOODYEAR)

8-14.5 NA  
9.5-16.5 NA  
ST175/80R13 \* 64.34  
ST225/75R15 # 88.23  
ST205/75R15 \* 76.58  
ST215/75R14 \* 81.86  
ST235/80R16 \* 120.86



B500003226 - Tire Repair Services - Due: October 29, 2014

III. LABOR

Normal Business Hours \$ 60 per hour x 150 hr. = \$ 9,000  
Overtime \$ 25 per hour x 50 hr. = \$ 3,250  
Sunday, Holidays \$ 30 per hour x 20 hr. = \$ 600

Total for Section III. \$ 13,350

Hours of Operation

Monday through Friday 7 a.m. to 5 pm

Saturday 7 a.m. to 12 pm

Sunday N/A a.m. to \_\_\_\_\_ pm

Terms: NET 30  
(Net 30)

F.O.B. Delivered

By signature below, we acknowledge and affirm that we have received, read and understand all of the terms, conditions and specifications contained in this solicitation, including any and all subsequent CitiBuy attachments and addenda thereto, that we have been afforded an opportunity to ask questions and request clarification, and that we have provided, completed, assembled and submitted all of the required forms and information specified herein, and that no original solicitation document or language has changed or modified unless clearly noted in the Submission Section entitled "Deviations, Exceptions, Modifications and/or Alterations".

(Affix  
Corporate  
Seal Here)



10/27/14

Signature of Authorized Representative (Sign in blue ink only)

Date

PRESIDENT

Title



**City of Baltimore  
Department of Finance  
Bureau of Purchases**

**Request for Bids  
To Provide  
Tire Repair Services**

**Solicitation Number: B50003226**

**Due Date: October 29, 2014 at 11:00 A.M.**

Any questions concerning this solicitation should  
be directed immediately to the buyer named below.

Karen Treat  
Procurement Specialist  
Bureau of Purchases  
231 E. Baltimore Street – Suite 300  
Baltimore, MD 21202  
Phone: (410) 545-0722  
Fax: (410) 396-1822  
Email: [karen.treat@baltimorecity.gov](mailto:karen.treat@baltimorecity.gov)

1797

**B500003226 – Tire Repair Services – Due: October 29, 2014**

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Bid Documents .....	B-1

**Important Notice to Vendors**

- A Bidder must register in CitiBuy to be recommended for an award. A Bidder should register in CitiBuy before downloading this solicitation to ensure it receives all subsequent information and addenda related to this solicitation.
- To register go to [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org) and click on the “Register” link above the log in box.
- A Bidder must be registered and in good standing with the Maryland State Department of Assessment and Taxation or, if its business has no presence in the State of Maryland, be registered and in good standing with the equivalent body in another state, or its bid may be rejected.

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**Solicitation**

Sealed bids shall be submitted in accordance with the Submission Instructions elsewhere herein and addressed to the

Board of Estimates

for furnishing and delivering products or services as described in the title above, elsewhere herein and summarized in the table below

will be received by the

Board of Estimates, c/o Office of the City Comptroller  
Room 204, City Hall, 100 North Holliday Street  
Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates  
on the date and at the times indicated below.

***Late submissions will not be accepted.***

MINORITY PARTICIPATION REQUIREMENT	3% MBE      0% WBE
BID BOND	Yes. See General Conditions 2.
PERFORMANCE BOND	None
PRE-BID MEETING	Yes –When Wednesday, October 15, 2014 at 2:00 P.M local time.
BID DUE DATE & TIME	Wednesday, October 30, 2014 at 11:00 A.M. local time.
BID PUBLIC OPENING DATE & TIME	Wednesday, October 30, 2014 at 12 Noon local time.

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Assistant City Solicitor

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Timothy M. Krus, CPPO  
City Purchasing Agent

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**Statement of Work**

**SW1. SCOPE OF WORK**

A. The City of Baltimore desires to procure the best value for the City of Baltimore and the MAPT, Maryland Area Purchasing Team, participants in accordance with the specifications and documents herein for flat tire repairs.

B. This may be accomplished by a single vendor or by as many as three (3) different vendors, as in first call, second call, and third call based on pricing.

**SW2. TERM OF AGREEMENT**

A. Effective Date. This contract will begin on November 1, 2014 or the date awarded by the City Board of Estimates, whichever is later.

B. Expiration Date. The initial term of this Contract will expire after three (3) years with two (2) one-year renewal options.

**SW3. PRICING**

A. All prices shall remain firm and fixed for the full term of the contract, including renewals thereto, unless an escalation or adjustment clause is included herein.

B. These unit and/or lump sum prices shall cover any/all cost associated with the product/service specified throughout this solicitation, to include, but shall not be limited to, providing and delivering all products and services as specified herein plus any related additional necessary supplies, materials or services needed to properly deliver and/or perform the products and/or services as specified herein.

C. Bids, when filed, are irrevocable. All bid submissions, including bid prices, shall remain fixed and good for not less than 90 days following the bid opening.

**SW4. PAYMENT**

A. A purchase order, or a master blanket purchase order, will be issued by the City, against which the City will place orders and make payments from time to time as requirements develop.

B. Vendors must have a purchase order, or a release purchase order from a blanket purchase order, in hand prior to delivering any goods or services. Providing goods or services based on a verbal request is prohibited. Any vendor who delivers goods or performs services without an approved authorized procurement instrument does so entirely at its own risk and faces the probability of having payment delayed or denied.

C. To submit an invoice to the City for goods or services that your company has provided, follow these guidelines to ensure timely payment.

(1) Submit the invoice to either of the following:

(a) Mail the invoice to: Bureau of Accounting & Payroll Services 401 E. Fayette Street, 5th Floor Baltimore, MD 21202 or

(b) E-mail the invoice to: [City-Payables@baltimorecity.gov](mailto:City-Payables@baltimorecity.gov) (Email Link)

**B500003226 – Tire Repair Services – Due: October 29, 2014**

(2) Place the Purchase Order (PO) number on the invoice. One time/Open Market contract PO's begin with the letter P followed by six numbers (e.g. P123456). Master Blanket contract PO's begin with the letter P followed by six numbers, a colon, and a release number (e.g. P123456:123).

D. Provide the receiving City Agency's Name and Address on the PO for the goods or services provided on the invoice. Please send Fleet a copy of the invoice.

E. Ensure that the information on the PO matches the information on the invoice including, but not limited to, prices or quantities of goods provided to the City.

F. Wiring instructions may be obtained from the Bureau of Treasury Management at 410-396-3744 or 3745.

**SW5. PRICE ESCALATION.**

A. Prices may be escalated/de-escalated at the end of the first year of the contract or at the beginning of each renewal period.

(1) Price adjustment requests must be received by the City not more than ninety or less than sixty days prior to the date at which changes are allowed.

(2) The City may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.

(3) If the City rejects the price adjustment request the Contractor may either continue the contract under the existing pricing or request that the City terminate the bid shall not, on its own, terminate or discontinue providing the product or service until approved by the City.

(4) Prices for the first one-year contract term shall remain firm and will not be covered by this provision.

(5) The Contractor and the City may request a unit price escalation/adjustment increase or decrease, but only for the second one-year contract term and each subsequent one-year term thereafter.

(6) The 'Payment Discount Terms' listed on the price sheet(s), which is to be applied to the bidder's current fixed bid prices, shall remain fixed for the full term of the contract, including renewals thereto, and shall not be subject to adjustment under this provision.

(7) In the event that a manufacturer's letter and/or new price list is not available, the Contractor must provide other justification through one or more governmentally accepted published indices, such as the appropriate Table in the US Bureau of Labor Statistics, Consumer Price Index (Contractor must also provide the written calculation to support any increase), to support the price adjustment request for the Contractor's own revised price list. Acceptance of such alternative indices shall be at the discretion of the City Purchasing Agent.

(8) Documentation supplied with the Contractor's request shall include a copy of the Consumer Price Index or, in the event the index is not available, one or more governmentally accepted published indices to support the price adjustment request for the Contractor's own revised price list. Acceptance of such alternative indices shall be at the discretion of the City Purchasing Agent. Otherwise, unit prices shall remain unchanged.

**B500003226 – Tire Repair Services – Due: October 29, 2014**

(9) De-escalation may be applied to prices by the City, at time of renewal only, using the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index (CPI) also. The base index will be the CPI index for the month of the Bid Opening and the new index will be the most currently available index at time of contract renewal.

B. New price lists accepted by the City, if any shall remain firm for the next one-year contract term.

(1) In the event the Contractor does not provide documentation acceptable to the City within the prescribed time-line as indicated above, the City may not accept or approve any price adjustment requests.

(2) The City may impose de-escalation in accordance with the same procedures as described above.

**SW6. QUANTITIES**

All of the quantities or dollar estimates stated herein or on the solicitation Price Sheet(s) are estimated quantities for the sole purpose of equal competitive bidding, and are not to be considered as guaranteed amounts, unless otherwise clearly specified. Actual quantities ordered may be more or less at the City's sole discretion.

**SW7. MBE/WBE PARTICIPATION**

MBE 3 %; WBE 0 % See Section B for details

**SW8. SUBCONTRACTING**

A. At least 51% of the goods or services specified in this solicitation that are ordered from any specific awardee must be provided by that awardee (i.e., the prime Contractor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City. In the event a Bidder anticipates using a subcontractor under this solicitation, the Bidder shall submit the names and qualifications of those subcontractors at the time of bid submission under this solicitation.

B. The City of Baltimore shall have the sole right to approve or reject any subcontractor submitted by a Bidder at the time of award, including changes thereto following award. Contractor shall not use any subcontractors not previously submitted to and approved by the City of Baltimore.

C. Any changes to the contractor's proposed/approved certified MBE or WBE subcontractors (if applicable) at any time after bid submission shall be submitted in writing to the minority and women's business opportunity office for written approval before making the requested changes, in accordance with paragraph GC18 and the "Bidder Information & Forms" package included in the solicitation.

D. Any changes to any of the contractor's other sub-contractors (if applicable and excluding its proposed/approved certified MBE or WBE sub-contractors) at any time after bid/proposal submission shall be submitted in writing to the City Purchasing Agent for written approval before making the requested changes.



**B500003226 – Tire Repair Services – Due: October 29, 2014**

**SW9. PRE-BID CONFERENCE/SITE VISIT**

Date: Wednesday, October 15, 2014

Time: 2:00 P.M. local time

Place: Central Garage, Conference Room, 3800 E. Biddle Street, Baltimore, MD 21213

A. This Pre-Bid Conference is to familiarize the bidders with the requirements, answering questions, and issuing amendments as needed for the clarification of the bid.

B. Please limit your attendance to two (2) representatives.

C. You will be asked to identify yourselves and any prospective Bidders they represent.

D. Attendance is not mandatory but highly recommended.

E. Those unable to attend may submit questions in writing, using the Q&A Tab, to the Buyer noted on the cover page, not less than five working days prior to the day of the Pre-Bid Conference.

F. All questions will be answered at the Conference. The City shall send a written amendment to all prospective Bidders to address substantive changes to the bid.

**SW10. POINT OF CONTACT & QUESTIONS**

A. Any potential Bidder having questions regarding any part of this solicitation must submit them using the Q&A feature in Citibuy on the bid ([www.baltimorecitibuy.org](http://www.baltimorecitibuy.org))

B. The cut-off for submission of questions or deviations shall be at 3:00 p.m. on the fifth working day prior to the bid due date.

C. Any information resulting from questions that causes a material change in the solicitation will be posted on CitiBuy as an addendum.

D. During the bidding, evaluation and award process, Bidders shall communicate only with the Buyer indicated on the front cover of this solicitation, via the Q&A Tab. To do otherwise risks you getting misinformation or not getting necessary information as may be duly issued by addenda.

E. Following award, the contract will be maintained with a City representative for all day-to-day operational issues.

**SW11. BID GUARANTEE**

A. In accordance with paragraph GC2. If over \$100,000, 2% of your total bid.

B. Vendors are cautioned to carefully read the provisions of paragraph GC2 regarding the proper form of the guarantee bond or check, taking special note of paragraph GC2.A.(4) which requires that checks over \$5000 must be a Certified Check, Bank Cashier's Check, or Bank Treasurer's Check.

C. The bid guarantee must be submitted with the bid submission.

**SW12. PERFORMANCE GUARANTEE**

A. None required.

B. This amends but does not supersede paragraph GC23.

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**SW13. INSURANCE REQUIREMENTS:**

- A. Refer to Certificate of Insurance form in Section 'B' for required types and limits of insurance coverage.
- B. This adds to, but does not replace, Section GC16.

**SW14. DELIVERY & INSPECTION:**

- A. This provision adds to Sections GC14, GC33, GC34, GC36 or GC37 as applicable.
- B. Delivery:
  - (1) All products shall be transported F.O.B - Inside Delivered to, Fleet Management at 3801 E. Biddle Street.
  - (2) Call 410-396-5643 after award and prior to delivery for more details.
  - (3) All costs for shipping and delivery (FOB Delivered) of all products/services shall be incorporated into the unit and/or total price of each unit, as shall be indicated on the price list, at the time of bid submission, unless otherwise specified to the contrary.
  - (4) All products shall be delivered and/or repaired within 2 days after receipt of order (ARO), unless an extension of time is approved by the City Purchasing Agent.
  - (5) The City of Baltimore may visit the vendor's location, facility and equipment.
  - (6) The City shall have the right to inspect each product or service following delivery for performance, or at the time of installation in the event the product is to be stocked or warehoused until needed or installed.
  - (7) The Contractor will be notified of any service that is found to be defective, the wrong size, or otherwise not acceptable. Defective and/or incorrect products shall be repaired or replaced at no additional cost to the City, including shipping.
  - (8) Refer to the Detailed Specifications section for product/service information.

**SW15. REPORTING REQUIREMENTS:**

- A. Each Contractor that performs work under this solicitation/contract shall provide to the Buyer a six month usage report to include all services provided by the Contractor to the City, if requested.
- B. The reports need to provide complete and accurate data on all sales the Contractor made during the previous six months, indicating the contract number, the agency the service was provided for, the quantities as well as year-to-date quantities, the unit prices, the cost extensions for each item, and a grand total for the six months.
- C. Paperwork of previous service may be requested at any time and must be provided within one working day of the request. A fax copy will initially be used, however, if deemed necessary; the original shall be produced for verifications purposes.

**SW16. BIDDER RESPONSIVENESS**

- A. Responsiveness: Anyone submitting a bid in response to this solicitation shall properly complete and sign, where required, all solicitation documents contained herein in Section 'B', beginning on page B-1, and including all pages and forms that follow thereto, and provide all other required and/or requested valid information and documents, in order to be considered responsive. Refer also to Sections SM1 thru SM6 and Section 'B'.

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(1) Qualification: During the bidding process, the Bidder shall provide all of the required and/or requested valid documents and information identified in Sections SM1 thru SM60 and Section 'B' to demonstrate, to the City's satisfaction, that the Bidder is qualified to provide/perform the product(s)/service(s).

B. Refer to Section 'B' for a complete list of documents and information to be submitted, and the required format in which the Bid is to be assembled and submitted.

C. Failure to provide the above required and/or requested documents and information, or to follow the prescribed bid format/order, shall be cause for rejection of the bid submission at the City's discretion.

**SW17. BIDDER QUALIFICATIONS**

A. Bidder must be, and have been, regularly and primarily engaged in the business of providing flat repair services, have a satisfactory record of performance providing repair services for a period of at least three (3) years immediately preceding the submission; and have sufficient financial support, equipment, facilities, and personnel to ensure that the services can be satisfactorily performed, if awarded a contract.

B. Bidder must be fully licensed to perform the service. This includes occupational license(s) and any other licenses needed to provide flat repair services for the City of Baltimore, as outlined in this solicitation.

C. Copies of all current licenses are to be submitted with the bid response.

D. Bidder must have their facility established in a location that would allow a maximum one hour response time in the City.

E. The office shall be a permanent structure (no temporary trailers, mobile homes, etc.) and its office and facility must have been located and established for a minimum of one (1) year prior to issuance of this solicitation.

F. The premises and all equipment must be maintained in a reasonable state of cleanliness and repair. Working areas, interior and exterior of structures shall be kept free of debris and inappropriate articles or articles inconsistent with the operation of repair services.

G. Bidder(s) must maintain at all times during the term of the contract, a telephone number available on a twenty-four (24) hour basis for incoming City of Baltimore calls, and in addition to such other telephones as are necessary to provide twenty-four (24) hour service to the public. (No answering service, answering machine or recorded message will be accepted). The Bidder(s) shall be in sound financial condition and shall not have conflicts of interest which may be of embarrassment to the City.

H. The Bidder shall be registered to do business in Maryland and is currently in good standing, as evidenced by a Certificate of Good Standing that is included with this bid.

**SW18. COOPERATIVE PURCHASING:**

A. The prices, terms and conditions of any contract resulting from this solicitation may be extended to the regional public schools, colleges, libraries, the Maryland Area Procurement Team, and other governmental or quasi-governmental entities.

B. Any participating entity will issue its own purchasing documents. There shall be no obligation on the part of any named entity to utilize the resultant contract. The entities shall have the unilateral right, during the contract period, to contract directly with the Contractor to place

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orders, arrange deliveries, reconcile discrepancies and invoices and issue payments. The Contractor's willingness to participate will not affect consideration of his/hers bid in response to this solicitation.

C. Baltimore City assumes no authority, liability or obligation on behalf of these other governmental or quasi-governmental bodies.

**SW19. CONFLICT OF INTEREST AVOIDANCE:**

A. No official, employee, representative or member of the City of Baltimore who is representing the Mayor and City Council of Baltimore shall have any personal and/or financial interest in this solicitation/contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, and contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this solicitation/contract.

B. Any person having any personal and/or financial interest in this solicitation/contract and/or in any firm bidding on or receiving an award under this solicitation shall not participate in any decision made pertaining to this solicitation/contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this solicitation and resulting contract.

C. This term adds to Section GC7.

**SW20. OMISSIONS & ERRORS:**

A. Rectification of any errors and inclusion of any omissions within this solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the Bidder/Contractor. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the front cover of this solicitation, in writing via e-mail.

B. Refer also to Section GC12.

**SW21. METHOD OF AWARD:**

A. Award will be made to the low responsive and responsible Bidder meeting specifications on a Total Bid basis; therefore, each and every item shall be priced.

B. The vendor with the lowest grand total will be recommended to the Board of Estimates for an award as first call.

C. The second and third low bidders will have an opportunity to be second and third call.

D. For purposes of evaluation and award:

(1) Low Price:

(a) 'Low Price' shall be the lowest price(s) as indicated above and on the Solicitation Price sheets in Section 'B', and further described as follows:

((1)) 'Combined Total Bid Price' shall equal the combined sum total of all of the individual items in Section 'B' and will result in award to a single Bidder.

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(2) Responsiveness:

(a) A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). Once the vendor has been deemed "responsive" from his submissions, the pricing shall determine the winner.

(3) Responsibleness:

(a) 'Responsibleness' is the Bidder's documented and demonstrated experience, and its capability and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, as will be determined by the City primarily through review and evaluation of the 'Minimum and Technical Response Requirements' required in Section 'B'.

E. Bidders are instructed to adhere to and follow all instructions in Sections SM1 through SM6 and Section 'B' in preparing, assembling and submitting their Bid.

F. Discrepancies, Disputes & Tie Bidders:

(1) In the event of a discrepancy between a unit price(s), and the extended total prices, the unit prices shall prevail, and the extended total prices will be adjusted accordingly.

(2) In the event of a dispute between the Original written bid document and any Duplicate document, or any electronic media, the Original written document shall prevail.

(3) In the event of tie Bids whereby two or more low responsive and responsible Bids are exactly tied in all aspects on the face of the Bids, including but not limited to price and discount term, the following provision from the Baltimore City Charter will be used to break the tie. For purposes of clarification, the 'using agency' is the City agency actually buying and using the product / service.

(a) Cash Discounts will be applied at the time of purchase and used to break Tie Bids only in the Evaluation.

(b) Then, the City Charter - Art. VI, §11(g)(1)(iii) will be applied, which states:

"In the event of tie bids, the using agency, with written notice to the Department of Finance, shall make a written recommendation and report to the Board of Estimates set forth all pertinent considerations and the reasons for its recommendation. The Board, after also considering the recommendation of Department of Finance, may then award the contract in its discretion, provided that the total cost to the City shall not exceed the amount of the tie Bid."

G. Following award, the awardee shall execute other contract closing documents such as an 'Agreement', 'Performance Bond', 'Payment Bond', 'Certificate of Insurance', etc., as may be required, and in accordance with Section GC2.C.

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**SW22. ADDITIONAL AWARD CONSIDERATIONS:**

A. The City reserves the right at its sole discretion to make award based solely on the solicitation, as amended, and the original bid(s) as submitted, without further communication with Bidders. Possible exceptions may be in the event the City requires a 'presentation' or 'negotiation and submission of best-and-final-bids' if permitted and requested by the City. The City reserves the right, at its sole discretion, to contact all references bided by the Bidder with no further permission from the Bidder, and to follow-up on other reference leads generated.

B. The City may make such investigations as it deems necessary to determine the ability and responsiveness and responsibility of the bidder to perform the work required by this solicitation, and the Bidder shall furnish to the City all such information requested for this purpose. However, failure by the City to discover, or even attempt to discover, any inability of the Bidder shall in no way excuse poor/non-performance by the Contractor, nor shall it diminish the City's right to find the Contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under Section GC32.

C. The Board of Estimates for the City of Baltimore reserves the right to reject the bid of any Bidder that the City determines is not qualified or desirable due to information discovered as a result of the bidding and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists. The City of Baltimore reserves the right to reject the bid of any Bidder that has a significant outstanding debt to the City of Baltimore. The City reserves the right to reject all bids and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addendum, or cancel this solicitation and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

D. Following award, the awardee shall execute other contract closing documents such as an 'Agreement', 'Performance Bond', 'Payment Bond', 'Certificate of Insurance', etc., as required, and in accordance with Section GC2.C.

**SW23. CITY RESPONSIBILITIES.**

A. To properly order services under this solicitation/contract oversee the service and inspect and approved the services delivered, release requisitions off of the Master Blanket.

B. To review, approve and process payment of proper invoices.

**SW24. CONTRACTOR RESPONSIBILITIES**

A. To provide and deliver all services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications

B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.

**SW25. LIVING WAGE REQUIREMENT:** None required.

**SW26. "EMPLOY BALTIMORE":** For bids \$299,999.99 and less.

A. On June 9, 2011 the mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation. The contractor's requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

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(1) Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)

(2) Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.

(3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.

(4) Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

**SW27. DISCRIMINATION AGAINST SUBCONTRACTORS:**

As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

**SW28. QUESTIONS**

A. Any bidder having questions regarding this solicitation must submit them via the CitiBuy Q&A Tab feature, which is the only method.

B. If questions arise after the pre-bid meeting, please submit them, via the Q&A Tab, no later than five (5) days prior to the bid opening date. Each vendor submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation.

C. Questions submitted after this date may not necessarily elicit a response.

D. Phone calls for answers to questions are not acceptable and there may not be a response.

E. It is the vendor's responsibility to follow up and make certain that the Buyer received the request.

F. Bidders are responsible to promptly notify the buyer of any ambiguity or inconsistency which they may discover upon examination of the solicitation.

G. During the bid process, vendors shall not contact any City staff except the MWBOO office or Colles Corprew at 410-396-3424 for help with MBE/WBE goals. Non-Compliance with this provision may result in rejection of the bid involved.

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**SW29. DEFINITIONS:**

A. The following definitions apply to this Solicitation:

(1) “CITY” – is the legal entity preparing and issuing this ‘Solicitation’ and may also be referred to and/or used interchangeably as “City of Baltimore”, “Mayor and City Council of Baltimore”, “Department”, “Agency” or a specific Agency by name, “Bureau of Purchases”, and “Board of Estimates”.

(2) “BIDDER” – is the legal entity preparing and submitting an ‘Bid’ in response to this ‘Solicitation’, and may also be referred to and/or used interchangeably as “provider”, “supplier”, “bidder”, “proposer”, “vendor”, “firm”, “company”, “operator”, “manager”, “corporation”, and by other similar descriptions. May also be referred to as “awardee” or “Contractor” upon award of a ‘Contract’.

(3) “SOLICITATION” – is this instant ‘Solicitation’ document and any subsequent attachments and addenda thereto as issued by the “City”. May also be referred to and/or used interchangeably as “Request for Bids” (RFO), “Request for Bids (RFB)”, “Request for Proposals (RFP)”, “Request for Quotes or Qualifications (RFQ)” or “Request for Information (RFI)”.

(4) “BID” – a written document prepared, signed and submitted by the ‘Bidder’ in response to this ‘Solicitation’, which may also be referred to and/or used interchangeably as “Bid”, “Proposal”, “Quote”, “Qualification”, “Submission” or “Information”, which states that the ‘Bidder’ agrees to provide a product or perform a service to the ‘City’ in accordance with the terms, conditions and detailed specifications set forth in this ‘Solicitation’ and in return for specified compensation.

(5) “CONTRACT” – Includes the written legally binding promise (document(s)) entered into by and between the “City” and the “Bidder” as a result of an ‘Bid’ submitted in response to this ‘Solicitation’ and awarded by the “City”. The “Contract” includes this instant ‘Solicitation’ document and all attachments and addenda issued by the ‘City’ thereto, the “Bid” submitted by the ‘Bidder’, and all approved amendments thereto and accepted by the City, any/all other closing documents (such as an ‘Agreement’, ‘Performance Bond’, ‘Payment Bond’, ‘Certificate of Insurance’, etc.) executed as a result of award resulting from this ‘Solicitation’, and any/all other documents fully executed by both parties that are directly related to the ‘Contract’.

(6) “CONTRACT FIELD SUPERVISOR” - Shall mean the City’s agency project representative as designated by name and/or title who is duly authorized to act on the City Agency’s behalf and who will be responsible for coordinating day-to-day contracted work under the contract with the Contractor. This does not include contract interpretation or amendments to the contract which are reserved to the City Purchasing Agent and/or Board of Estimates for Baltimore City.



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**Detailed Specifications**

(NOTE: Refer to Section GC1 – Order of Precedence.)

**DS1. BASIC PRODUCT/SERVICE DESCRIPTION:**

A. This is a one-step solicitation/bid process that will result in a multi-year requirements type contract for the purpose of providing tire repair services as described in Section 'B' of this solicitation. Refer to Sections SM1 through SM6 and Section 'B' for instructions to prepare, assemble and submit a Bid.

B. The Contractor shall furnish all labor, materials, vehicles, equipment, employee payroll and benefits, and all other supplies and services necessary for, and reasonably incidental to furnishing all flat tire services for all vehicles in the City Fleet.

**DS2. DETAILED SPECIFICATIONS/DESCRIPTION:**

A. The Contractor (the successful Bidder) will be responsible for performing the services necessary to meet City standards in a safe, neat, and good workmanlike manner using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the city and the state of Maryland relating to these services.

B. The Contractor must maintain enough personnel to provide flat tire service twenty-four hours a day, seven days a week, and respond to all calls for service from the Fleet Management Division.

C. Sixty minutes is the maximum allowable response time, however, considerations may be given to traffic conditions, which could result in delays, should the Contractor anticipate a delay beyond sixty minutes due to traffic conditions, the Contractor shall advise the Fleet Management Division, the source of the request, of the estimated time of arrival.

D. When notified of a call that the Contractor knows will be more than one hour in response time, it is his responsibility to immediately inform the caller so the caller can make other arrangements.

E. Repeated and/or unjustified failure of a contractor to respond within sixty minutes from receipt of the request shall be deemed to be a demonstrated unwillingness or inability to provide the service as herein required. It shall be documented by a written warning in the form of an unsatisfactory performance reports, and shall be subject to termination of this agreement upon the next unjustified failure.

F. The First Call Vendor may not use other subcontractors to take the service call unless they are the MBE subcontractor. Otherwise, the service call shall be fulfilled by the second call vendor.

**DS3. INSPECTIONS.**

A. The City of Baltimore may visit the vendor's locations for an inspection of the location, facility and equipment once the vendor has been qualified as responsible and responsive.

B. Regardless of age, service vehicles can be used, as long as the vehicle meets the City's requirements in appearance and mechanical condition as set forth in this solicitation.

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**DS4. SPECIAL INSTRUCTIONS.**

A. The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials, containing information obtained from this Proposal are to be mentioned, or imply the name of the City, without prior express written permission of the City.

B. The Successful Bidder(s) (Contractor) shall obtain and pay for all licenses, permits and inspection fees that may be required for these services, when applicable. Damages, penalties, and/or fines imposed on the City for any qualified bidder's failure to obtain required licenses, permits or fines shall be borne solely by the Bidder.

C. Additionally, copies of all licenses required to complete these services shall be included with bidder's response to this solicitation.

D. Neither the Solicitation nor the ensuing Contract shall be transferred, conveyed, assigned, or disposed of, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, at the City's sole discretion.

E. City vehicles are equipped with air bags; inadvertent release of an air bag due to action of the Contractor's employee will be the responsibility of the Contractor.

F. The City of Baltimore may terminate, by written notice, in whole or part, any Contract resulting from this solicitation when such action is in the best interest of the City.

G. If the Contract is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination.

**DS5. BIDDER REQUIRED RESPONSE:** Each Bidder shall provide, prepare, assemble and submit all of the forms and/or information stated and required in Sections SM1 thru SM6 and Section 'B'.

**DS6. GUARANTEE/WARRANTY:** All services furnished under these specifications shall be guaranteed/warranted for a period of not less than one year against any imperfection in material and workmanship. Refer also to Section GC31. Bidder must attach to the submission its guarantee/warranty for all services provided. Refer also to Section GC31.

**DS7. INVOICES & BILLING**

A. All invoices are to be submitted in a timely manner. Invoices that are not submitted in a timely manner will not be processed. A timely manner shall be no later than 60 days from the time of service.

B. The City of Baltimore will be obligated to pay only the approved services, requested by authorized Fleet personnel only. Those services shall include parts, labor, procedures, and operations to complete the service.

C. Invoice Billing: The invoice is to be billed to:

Fleet Management Division/Accounting  
3800 E. Biddle Street  
Baltimore, MD 21213

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D. All Invoices shall contain a reference invoice number and the following information to assure prompt payment.

- (1) Vehicle number location of vehicle
- (2) The name of the caller
- (3) Work order number (if available)
- (4) Purchase order number
- (5) Date and Time
- (6) Mileage of vehicle
- (7) Destination.
- (8) Signature and date the vehicle was delivered by the vendor. (Unless drop box was used).

E. Right to Audit

(1) All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City.

(2) The Contractor(s) agree to retain all records, books and other documents relevant to this agreement and the funds expended hereunder for at least four (4) years after agreement acceptance, or as required by applicable law.

(3) Requests for audits shall be made in writing and the Contractor shall respond with all information requested within ten (10) calendar days of the date of the request.

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**BID PREPARATION, ASSEMBLY & SUBMISSION INSTRUCTIONS**

(NOTE: Refer to Section GC1 – Order of Precedence.)

**SM1. PREPARATION, ASSEMBLY & SUBMISSION INSTRUCTIONS:**

- A. Per instructions on page 2, Bidders must be registered in CitiBuy.
- B. **SUBMIT ALL PAGES IN SECTION 'B'** even if additional information or signatures are not required.
- C. This is a One-Step Solicitation/Bid process. You will find an envelope/package label(s) following this section. Bidders are instructed to adhere to and follow instructions in Sections SM1 through SM6 and Section 'B' in preparing, assembling and submitting their Bid.
- D. Prepare and submit One (1) complete "Original", Four (4) complete "Duplicates" and Two (2) complete "For Public Access" copies (if required due to confidential/proprietary information) and which shall include all of the forms and/or information identified in Sections SM1 through SM6 and Section 'B'.
  - (1) The required format/layout/order must be followed as set forth in Section 'B'. Bidders are hereby instructed NOT to amend or alter in any way, any of the terms, conditions, specifications or forms found in this solicitation document, or any attachments or subsequent addenda. Refer also to Sections SM1 thru SM6, GC8, GC9 and GC10. The Bidder is advised to also use the Section 'B' list as a check-list while preparing its Bid to ensure that all required information, forms and documents are included in the Bid in the prescribed order and format. Be sure the "original" and each "duplicate" copy also includes all of the information and/or documents/pages listed/included in Section 'B'. Refer to Section 'B' for specific submission content and format.
- E. Be sure to sign and witness all documents where required. Do not alter or ignore any solicitation document or instruction. Incomplete bids may be rejected at the City's discretion. Failure to provide all of the required documents and information, even if the information is considered proprietary or confidential, shall be cause for rejection of the bid at the City's discretion.
- F. Provide the following as your submission:
  - 1) Documentation to show a minimum of three (3) years of experience with tire repair services.
  - 2) Three recent references with a company that has a similar scope and size.
  - 3) Certificate of Good Standing from the Maryland Tax and Assessments Department.
  - 4) Copy of the warranty for the services provided.
  - 5) Signed Addenda, if any.
  - 6) All pages from the B section.

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**SM2. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.):**

A. One complete “Original” Bid is required. Prepare, assemble and submit, using the envelope/package label provided, one complete original Bid using 8½” x 11” white bond paper (unless specific forms are provided). Use the solicitation documents included in this solicitation package beginning on page B-1 and all pages and forms that follow. Be certain to include everything required in Section SM1 thru SM6 and Section ‘B’. Be sure the original is clearly marked as “Original”. Be sure the original is signed in blue ink (or some color other than black). The original must be submitted as stapled or otherwise similarly bound document. Be sure to provide all requested information in response to each specific question and/or any other request for information, even if the information is considered proprietary or confidential, in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank

B. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

**SM3. FOUR DUPLICATE COPIES (SUBMIT ALL PAGES IN SECTION B.):**

A. Refer to Section SM2.B and Section ‘B’ for the required number of complete duplicate copies. Duplicate copies are for information and reference purposes only. A copy will be available to all Bidders and the general public in the Comptroller’s Office after bids have been opened, unless “Public Access Copies” have been submitted in accordance with Sections SM5 and SM6. Each duplicate copy must be a stapled or otherwise similarly bound document. Be certain to include everything as required in Sections SM1 through SM6 and Section ‘B’. Be sure all duplicate copies are clearly marked as “Duplicate.” Failure to provide the required number of complete duplicate copies may result in rejection of your bid at the City’s sole discretion.

B. The City will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid at the City’s sole discretion.

C. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

**SM4. PUBLIC ACCESS TO BIDS:**

A. By signing and submitting a bid in response to this solicitation, the Bidder acknowledges that all documents, information and data submitted in its bid shall be treated as public information, unless otherwise identified as instructed herein. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the Bidder’s documents, information and data to any party requesting same without further permission from the Bidder.

B. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

**SM5. TWO ‘PUBLIC ACCESS COPIES’ & IDENTIFYING  
PRIETARY/CONFIDENTIAL INFORMATION:**

**PRO-**

A. If your bid does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state as such in large red letters, including on:

- (1) The outside of your bid box, package or envelope;

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(2) The outside front cover of your 'original' bid document including all 'duplicate' copies; and

(3) On each applicable page of your 'original' and each 'duplicate' copy of your bid, indicating that your bid contains proprietary and/or confidential information. Do not claim your entire document as generally being proprietary or confidential.

B. If proprietary/confidential information is included, the Bidder shall also submit two complete additional copies of its bid but with all proprietary/confidential information either excluded or redacted, and reason given. These copies shall be clearly marked on the front cover and on the initial page as "Public Access Copy" and will be used for public review and/or responses to requests for copies of the document(s). Failure to submit these copies shall be grounds for rejection of the bid at the City's sole discretion.

**SM6. GENERAL SUBMISSION COMMENTS:**

A. Preparation and submission of a bid in response to this Solicitation plus any subsequent CitiBuy attachments and addenda thereto signifies the Bidder's knowledge, understanding, acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any subsequent attachments and addenda duly issued. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed (see also Sections SM1 through 0 and Section 'B'). The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder. The "original" bid documents should be signed in blue ink or some color other than black. All "Original" and "Duplicate" Bid responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the bid documents beginning on page B-1 and all documents that follow thereafter.

**B. Exceptions, Modifications, Alterations and Deviations:**

(1) Do not insert or include any exception, modification, alteration or deviation not previously approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation. Refer also to Sections GC8, GC9, GC10 and Section 'B'.

(2) Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same where required in Section 'B' of each copy of the bid. Otherwise the City shall assume that the Bidder is responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, shall be held to the terms, conditions, specifications and requirements as originally written and contained in this solicitation and any subsequent addenda, the same as if the Bidder had not taken an exception, deviation, modification or alteration. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid at the sole discretion of the City of Baltimore. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Bidder or any postal or other delivery services:

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C. Do not assume that the evaluator(s):

- (1) Has special knowledge about your firm, or
- (2) Has general knowledge about your product/service.

D. Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your bid, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second-guess what you might have meant to say in your responses given in your bid.

E. If your complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive.

F. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your bid non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score.

G. All costs to the City shall be included in, and made a part of, the unit bid prices submitted by the Bidder at the time of bid submission, without exception, unless otherwise specified in this document.

H. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.

I. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Bidder/Contractor, either at the time of bid submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

(1) In the event of a discrepancy between a unit price(s), and the extended total prices, the unit prices shall prevail, and the extended total prices will be adjusted accordingly.

J. In the event of a dispute between the Original written bid document and any Duplicate document, or any electronic media, the Original written document shall prevail.

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**BID PACKAGING LABEL:**

Note: Bidders are to attach the label below to the box(s), package(s), or envelope(s) (“package”) containing their bid submission documents. (See the “Submission Instructions” for details.)

From: \_\_\_\_\_

\_\_\_\_\_

Due Date: \_\_\_\_\_

Solicitation #: B50003226

Solicitation Name: Tire Repair Services

**To: Board of Estimates C/O Comptroller's Office  
City Hall, Room 204  
100 North Holliday Street  
Baltimore, MD 21202**

**BID SUBMISSION**



## B500003226 – Tire Repair Services – Due: October 29, 2014

### General Conditions of Bid and Contract

(NOTE: Bidder, Bidder, Proposer, and Vendor all have the same meaning herein.)

#### GC1. ORDER OF PRECEDENCE

A. In the event of a conflict between similar terms in any of the various solicitation and other contract components such as the General Conditions, Special Conditions, Specifications, Forms, Bid, or other documents related to this solicitation/bid/contract, the following Order of Precedence shall apply.

- (1) Addenda (more recent having precedence over older).
- (2) Statement of Work.
- (3) Detailed Specifications.
- (4) General Conditions.
- (5) Solicitation forms, including MBE/WBE package.
- (6) All other related documents issued by the City.
- (7) Bidder's submission.

B. In the event of a conflict among similar terms, conditions, or language between or within contract components, the term, condition, or language that is in the best interest of and most advantageous to the City shall prevail, as determined at any time, including after award, by and at the sole discretion of the City Purchasing Agent.

C. In the event that an individual term, condition, or language is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, or language wording may be disregarded, even though an addendum is not issued. However, if the City Purchasing Agent determines that the term, condition, or language is "applicable in part," then the term, condition, or language will apply to the degree applicable, even though an addendum is not issued.

D. In the event of a discrepancy or dispute between the Bidder's "Original" submission document and any of its duplicate copies, the "Original" shall prevail.

GC2. GUARANTEE/DEPOSIT. (Bids, when filed, are IRREVOCABLE unless otherwise authorized by written addenda.)

A. All bids (unless otherwise noted) shall be accompanied by one of the following:

- (1) A One-Time Bid Bond; or

(2) An Annual Bid Bond or Continuous Bid and Performance Bond which must be on file at the time of bid submission and receipt; or

(3) A DEPOSIT OF LESS THAN \$5,000 by a check of any type drawn upon any solvent clearing house bank of the United States, a Registered Check or U. S. Postal Money Order, or

(4) DEPOSIT OF \$5,000 OR MORE by a Certified Check, Bank Cashiers Check or Bank Treasurers Check.

B. All bid guarantees (unless otherwise noted) shall be computed as stipulated below, made payable to the "Director of Finance" and submitted with the bid. Amount of Bid

- (1) For bids of \$100,000 and under: None
- (2) For bids over \$100,000: 2% of the total bid.

C. Where an award is made, the Contract and Performance Bond requirements shall be promptly and properly executed. The requirements of prompt execution will be considered as fulfilled if accomplished within thirty (30) working days after award. Checks and/or a Bid Bond shall be forfeited to the City as liquidated damages, as required by Article VI, Section II of the City Charter, for failure to comply with this requirement. Upon execution of the Contract and Performance Bond, the City shall refund to the successful Bidder the amount deposited or release the amount charged against the bond as bid guarantee.

D. A bid guarantee posted by unsuccessful Bidders shall be refunded or released promptly after an award is made.

#### GC3. RESERVATIONS

The Board of Estimates reserves the right to:

A. Increase award(s) by 25% within thirty (30) days after award;

B. Reject any or all bids and/or waive technical defects if, in its judgment, the interest of the City shall so require; and/or

C. Retain all Bid documents whether rejected or not.

#### GC4. AFFIDAVITS AND BID DOCUMENT

A. All bids will be completed and submitted on the attached Solicitation documents in duplicate, unless otherwise instructed. Any additional information

## **B500003226 – Tire Repair Services – Due: October 29, 2014**

and/or deviations to the specifications will be in the form of attachments thereto.

B. An authorized person must sign the Bid and affidavit signature page(s). If a bid is submitted on behalf of any corporation, any authorized officer as agent must sign it in the name of the corporation thereof. If practicable, the seal of the corporation shall be applied.

C. Failure to comply may be cause for rejection of the Bid.

### **GC5. INDEMNIFICATION.**

The Bidder/Contractor shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, employees and agents ("City") from any and all liability, claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the City, as a result of any direct or indirect, willful or negligent act or omission of the Bidder/Contractor, its officials, employees, subcontractors or agents in the performance of the contract.

### **GC6. FAIR COMPETITION**

A. Competition is encouraged even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids will be considered on other brands as "or equal" when the Bidder indicates clearly the product (Brand and Model Number) which is being bided. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function, will make the determination of the acceptability of an equivalent product.

B. No Bidder will be allowed to bid more than one price on each item. If said Bidder should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent.

C. To better ensure fair competition and to permit a determination of the lowest responsive and responsible Bidder, Bids may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

D. Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the solicitation. Packages shall be marked "Samples for Bureau of Purchases", with the name of the Bidder, Contract Number and Item Number. Failure of the Bidder to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient

reason for rejection of the Bid. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder, if any samples are lost or destroyed. Upon notification by the City Purchasing Agent that a sample is available for pickup, it shall be removed within thirty (30) days, at the Bidder's expense or the City Purchasing Agent will dispose of same at his discretion. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

E. This solicitation does not commit the City of Baltimore to award a contract or reimburse a Bidder for any cost incurred in the preparation of the bid or for the cost of samples which were submitted as a bid requirement.

GC7. CONFLICT OF INTEREST. By executing this bid/contract, the Bidder/Contractor asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with the instant solicitation/contract. Bidder/Contractor agrees to refrain from entering into all such practices or contracts during the term of this instant contract (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the Bidder/Contractor asserts that it has fully disclosed to the City any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of this contract and any extensions thereto. Additionally, the Bidder/Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Bidder/Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bidder/Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

GC8. DEVIATIONS FROM TERMS, CONDITIONS AND SPECIFICATIONS. All deviations from the terms, conditions and specifications as stipulated herein must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. In the absence of a written list of term, condition and/or specification deviations at the time of submittal of the bid, the Bidder shall be held strictly accountable to the City of Baltimore for the terms, conditions and specifications as written. Any deviation from the terms, conditions and specifications as written, not previously submitted and accepted, is

## B500003226 – Tire Repair Services – Due: October 29, 2014

ground for rejection of the material, equipment and/or services when delivered or performed.

### GC9. CHANGES TO SOLICITATION

A. Any person contemplating submitting an Bid for this contract requesting a change in or uncertain as to the true meaning of any of the terms, conditions and/or specifications or other solicitation/contract documents or any part thereof, must submit to the City Purchasing Agent a written request for said change or interpretation. Said request, with supporting documents, drawing, *et cetera*, shall be received by the City Purchasing Agent on or before ten business days prior to the day on which the Bid is due. Any substantive change or interpretation of the solicitation terms, conditions specifications or documents, if made, will be made only by written addendum duly issued by the City Purchasing Agent. A copy of such addendum will be available via CitiBuy to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the solicitation terms, conditions, specifications or documents made or given prior to the award of the contract except by written addenda.

B. Any Bidder who intends to submit a bid must obtain a complete solicitation package from the Bureau of Purchases via CitiBuy. Packages can be obtained by registering on the Internet at [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org).

### GC10. CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS.

Bids shall be submitted in a form, manner and format as indicated by the solicitation document terms, conditions, specifications and forms. Any bid, which is not submitted in a form, manner and format as indicated by the solicitation document terms, conditions, specifications and forms, or which contains information, statements, exceptions, deviations, conditions, or qualifications which place such conditions or qualifications on the bid submittal for purposes of making and/or accepting an award, or which alter any solicitation terms, conditions, specifications or forms in the bid submittal for purposes of making and/or accepting an award, or which otherwise alter any solicitation terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive bid and shall be rejected without further consideration. Any bid response that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of solicitation forms may be declared "non-responsive" by the City and recommended for rejection. The City of Baltimore shall

not be responsible for any errors or omissions of the Bidder.

### GC11. WAIVER OF TECHNICALITIES IN SPECIFICATIONS.

Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

### GC12. OMISSIONS OF SPECIFICATIONS.

The omission by the City of any specifications or details of any specification which would normally apply to the product or service specified herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the City Purchasing Agent.

### GC13. CLARIFICATION OF PROPOSALS

A. If during the evaluation process, the City (or Evaluation Committee – hereinafter referred to as "City") determines that it needs clarification on a portion(s) of the Bid, the City may require the Bidder to appear before the City at a time and place to be specified by the City, and request the Bidder to clarify that portion(s) of the Bid which is in question; however, the City is under no obligation to do so. The term "clarification" used herein shall simply mean the Bidder may "explain and/or make clear" the "meaning or understanding" of some specified portion of the Bidder's original submission upon request of the City.

B. Bidders may also request clarification of the requirements of a Solicitation and may request deviations from those requirements.

C. The cut-off for submission of questions or deviations shall be at 4:00 p.m. on the fifth working day prior to the Bid due date (or as amended by written addenda, if any). No questions or requests for deviations from specifications will be accepted after that time.

D. Failure of the City to respond to questions or requests for deviations shall be construed as confirming that the terms, conditions, specifications and forms of the Solicitation shall remain as issued or formally amended.

### GC14. DELIVERY AND F.O.B. POINT

A. Each Bidder shall guarantee that it will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in the solicitation/contract.

B. All materials, equipment and/or services shall be bided F.O.B. Destination (delivered) unless otherwise clearly specified by the City.

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C. If delivery or execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control and without fault or negligence by the Bidder, the Bidder shall notify the City Purchasing Agent, in writing, within fifteen (15) days after the cause of the delay. Such causes may be included, but are not restricted to: Acts of God, Acts of the Public Enemy, Acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, restrictions, strikes, freight embargoes, and unusually severe weather. The City Purchasing Agent shall ascertain the facts and extent of each failure and if he determines that failure was occasioned by excusable causes, may increase delivery time by a period equal to the aggregate time lost due to such causes.

### GC15. LABOR, WAGES, AND WORK SCHEDULE

A. Services Bidders shall comply with all legally mandated wages as follows.

(1) For construction services contracts, the provisions of Article 5, Subtitle 26 of the Baltimore City Code (2000 Edition, as amended) relative to hours of labor, overtime, wages, apprenticeship and payroll reporting. The Prevailing Wage Rate Schedules for these contracts are included in the solicitation documents.

(2) For all other services contracts, in accordance with all current minimum wage rates applicable throughout the contract period at no increase in contract price, and the City's Living Wage provision when applicable.

B. All work schedules shall be coordinated with the City based on a normal work week being Monday through Saturday.

(1) No work requiring the presence of an engineer or inspector will be permitted on Sunday, except in cases of emergency, and then only to such extent as is absolutely necessary and with permission of the City Purchasing Agent.

(2) No work will be permitted on legal holidays in the City of Baltimore, except in cases of emergency, and in all such cases of emergency, the written permission of the City Purchasing Agent must first be obtained. Bidder/Contractor should check with the contracting agency for dates of legal holidays.

(3) If the Bidder/Contractor desires to work on any legal holiday, the Bidder/Contractor will inform the City Purchasing Agent in writing at least two (2) days in advance of such holiday. Indicate the nature of the emergency, the location at which work will be conducted, and the intent to comply with the provisions of Article 11, § 3 of the Baltimore City Code (2000 Edition) pertaining to premium pay for overtime,

Sunday and holiday work. If any holiday falls on a Sunday, the following Monday shall be considered holiday, and it will be celebrated on Friday, if the holiday falls on Saturday.

### GC16. INSURANCE.

The Bidder/Contractor shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof, unless otherwise indicated:

#### A. COMMERCIAL GENERAL LIABILITY INSURANCE

At limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include Contractor's liability insurance.

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

If automobiles are used under this contract at a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall apply to any owned, non-owned, or hired vehicle used in the performance of this contract.

#### C. WORKERS COMPENSATION INSURANCE.

As required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

D. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insured's as respects to liability arising out of activities performed by and/or on behalf of the Bidder/Contractor in connection with this contract.

E. The Bidder's/Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. To the extent of the Bidder's/Contractor's negligence, the Bidder's/Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Bidder's insurance or benefit the Bidder in any way.

G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable

## B500003226 – Tire Repair Services – Due: October 29, 2014

aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City, per Annotated Code of Maryland 27-603 thru 605. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

H. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII and must be licensed/approved to do business in the State of Maryland.

I. The Bidder/Contractor shall furnish the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.

J. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Bidder/Contractor under any provision of this Contract.

GC17. TAXES. No State Sales or Federal Excise Taxes apply. Maryland Sales and Use Tax Exemption Certificate #30000055 9 is applicable (or applies). The City is exempt from Federal Excise Tax per Chapter 32 Int. Rev. Code, Certificate No. A-112136.

### GC18. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION

A. Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) is incorporated into the Agreement by reference. The failure of the Bidder/Contractor to comply with this Subtitle is a material breach of contract. During the term of this Agreement, the Contractor agrees to fulfill the MBE and WBE commitment submitted with the Bidder's bid. Failure to comply with the levels of MBE and WBE participation identified in the solicitation/bid is a material breach of contract. Contractors understand that authorized representatives of the City of Baltimore may examine, from time to time, the Contractor's books, records and files to the extent that such material is relevant to a determination of whether the Contractor is complying with the MBE and WBE participation requirements of this Agreement. The Contractor agrees to pay all subcontractors within seven (7) days of receipt of payment from the City. Beginning with the second pay request from the Contractor to the City, the Contractor agrees to provide the City with written evidence that all subcontractors have been paid out of the proceeds of the prior payment, unless a bona fide dispute,

documented in writing, exists between the Contractor and the unpaid subcontractor. Contractor agrees to submit the following to the Minority and Women's Business Opportunity Office (MWBOO) when requested:

(1) Copies of signed agreements with the business enterprises being utilized to achieve the contract goals;

(2) Reports and documentation, including canceled checks, verifying payments to the business enterprises being used to achieve the contract goals; and

(3) Reports and documentation on the extent to which the Contractor has awarded subcontractors to Minority and Women's Business Enterprises under contracts not affected by Article 5, Subtitle 28.

B. If the Contractor is unable to meet any contract goal by utilizing the certified business enterprises specified at bid opening, the Contractor must seek a substitute certified business enterprise to fulfill its commitment. All substitutions must receive prior written approval by the Minority and Women's Business Enterprise Opportunity Office (MWBOO). If, after good faith efforts, the Contractor is unable to find a substitute, the Contractor may request a waiver of the goal(s). Before final payment may be made under this Agreement, the Contractor must submit a list of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:

(1) Company name;

(2) Total amount paid to subcontractor; and

(3) Owner's race/ethnicity and sex.

C. A Contractor who fails to comply with the requirements of Article 5, Subtitle 28 of the Baltimore City Code is subject to the following penalties; suspension of contract; withholding of funds; rescission of contract based on material breach; disqualification of Contractor from eligibility for providing goods or services to the City for a period not to exceed two (2) years; and payment of liquidated damages.

### GC19. NOTIFICATION OF AWARD

A. After award by the Board of Estimates, the successful Bidder will receive an Award Notification letter from the City Purchasing Agent enclosing documents which must be executed and returned to the City Purchasing Agent within thirty working days after receipt of the letter. When these documents are received by the City Purchasing Agent, a

## **B500003226 – Tire Repair Services – Due: October 29, 2014**

purchase order (or Order to Proceed) will be issued, which will permit payment for services rendered.

B. The City may, at its discretion, require a recommended awardee to obtain and submit bonding, insurance or other documents prior to making an award or issuing a purchase order.

**GC20. BOARD OF ESTIMATES AGENDA.** Bidders will be notified by the Bureau of Purchases of the expected date that an award will be considered by the Board of Estimates. Information pertaining to scheduled Board action may also be obtained by via the Internet at [www.comptroller.baltimorecity.gov](http://www.comptroller.baltimorecity.gov). The Board of Estimates meets every Wednesday at 9 a.m., except holidays. From time to time, a Board of Estimates meeting may be cancelled with very short notice. In that event, any proposal that is due on the cancelled meeting date shall still be due and submitted as originally scheduled, except for holidays, and any proposal that is due to be opened on the cancelled meeting date shall be held by the Comptroller's Office to be opened on the next scheduled Board of Estimates meeting date without any additional public notice or notice to vendors.

**GC21. ENTIRE CONTRACT AGREEMENT.** Any Contract/Agreement resulting from this solicitation shall include this instant Solicitation document and all addenda issued thereto, the bid submitted by the Bidder and all approved amendments thereto as accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents either issued by the City alone, or as fully executed by both parties, that are directly related to the contract.

**GC22. NO WAIVER / CUMULATIVE REMEDIES.** No failure by the City to exercise, and no delay in exercising any right, power or privilege as provided to the City of Baltimore hereunder in this solicitation or as otherwise granted by law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege as provided hereunder in this solicitation or as otherwise granted by law preclude any other or further exercise thereof by the City of Baltimore or the exercise of any other right, power or privilege granted to the City of Baltimore by law.

### **GC23. PERFORMANCE GUARANTEE**

A. The successful Bidder(s) shall promptly supply a performance guarantee, in a form acceptable to the City, warranting that the Bidder/Contractor shall comply in all respects with the terms and conditions of the contract and its obligations thereunder, and expressly stipulating that the Bidder/Contractor will defend, indemnify, and save harmless the Mayor and City Council of Baltimore, its elected/appointed officials, agencies, and employees against any suit or

suits, loss, damage, or expense, to which the said Mayor and City Council of Baltimore, its elected/appointed officials, agencies, and employees may be subjected to by reason of any default or negligence, want of skill, or care on the part of such Contractor, his agent or employees, or of any subcontractor, in or about the performance and execution of said work.

B. The Surety supplying any performance bond hereunder must be licensed to do so by the Maryland Insurance Administration. Failure of the Surety to appear on the list of insurance companies authorized to issue surety bonds maintained by the Maryland Insurance Administration on its website shall be evidence that Surety is not authorized under the Maryland Insurance Code, unless the Bidder or Surety supply evidence, acceptable to the City, to the contrary.

C. The performance guarantee shall be a good and sufficient performance bond, irrevocable letter of credit, or certification that the Bidder meets the requirements under the City's Self-Insurance Program for performance coverage. The bond, letter of credit, or certification shall be:

(1) In an amount equal to the full contract price; or

(2) For each year in a multi-year contract (other than a construction contract) in an amount equal to the estimated contract price for that year, as determined by the Director of Finance.

D. The performance guarantee shall be fulfilled by forms and instructions obtained from the City Purchasing Agent:

(1) Awards between \$100,000 and \$200,000 by coverage under a Continuous Bid and Performance Bond, separate Payment and Performance Bonds, or under the City's Self-Insurance Program for Commodities, Services and Construction Contracts with the exceptions noted below. Successful Bidders shall be required to pay to the Director of Finance at the established rate per thousand on the full amount of the contract. Successful Bidders shall be in compliance with Paragraph GC5, indemnify the City from and against any and all losses, costs, damages, and expenses of whatsoever kind or nature which the City shall or may incur by reason of or in consequence of having secured the performance of this contract in accordance with the terms and conditions of said Self-Insurance Program. For Self-Insurance Program coverage, the Bidder certifies by signing this bid that:

(a) The Bidder and/or any previously owned business is/are not to and have never been in bankruptcy or in the hands of a receiver.

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(b) The Bidder and/or any previously owned business is/are not to have never been in default to the City under the terms of any City contract (default meaning an Bidder's failure where the City had to take legal action to obtain remedy, or where a bonding company had to reimburse the City or where the City or where the Bidder was declared in default by the Board of Estimates).

(c) Exceptions – The successful Bidder will be required to post either a Customary Performance Bond, an Irrevocable Letter of Credit, or a Continuous Bid and Performance Bond, if any of the following applies:

((1)) The Bidder is unable to certify as required above;

((2)) Substantial warranty coverage extends beyond one (1) year; and/or

((3)) The award period for the work to be done extends beyond twenty-four (24) months.

(2) Awards over \$200,000 by coverage under one of the following:

(a) Performance Bond (on the standard City form).

(b) Irrevocable Letter of Credit in a form acceptable to the City.

(c) Continuous Bid and Performance Bond (on the standard City form).

E. Payment Bonding shall be required on all construction services contracts of \$100,000 or more.

F. A Fidelity Bond in the amount stipulated shall be furnished when required in the contract.

G. Whenever the performance guarantee so furnished shall be deemed by the City to be insufficient or unsatisfactory, the Bidder, within ten (10) days after notice to that effect, shall furnish and deliver a new and/or additional performance guarantee to the City whenever and as often as the City shall require.

H. Performance and payment guarantee will remain in effect until completion of the contract and final acceptance of materials and/or services and/or expiration of all warranties for materials and/or services whichever is longer.

I. The City will place orders for delivery of materials and/or services covered by contract upon completion and approval of all contract documents.

GC24. SEVERABILITY. The provisions of this solicitation/contract are severable. If any paragraph, section, subsection, sentence, clause, work, or phrase of this solicitation/contract is for any reason held to be

contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from the solicitation/contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of the solicitation/contract unless the solicitation/contract is otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates to be invalid.

### GC25. SUBLET OR ASSIGN

A. The Bidder/Contractor shall give its full personal attention constantly to the faithful execution of this contract, and shall keep the same under its control. Assigning or subletting any part after the award of this contract shall require approval in writing from the City Purchasing Agent.

B. The Bidder/Contractor shall not assign any of the monies payable under the contract, or its claims thereto, without first giving written notification to the City Purchasing Agent. Such notice shall be hand delivered with receipt obtained therefore, or mailed by Certified Mail, return receipt requested.

C. Nothing contained in this contract document shall create any contractual relationship between any subcontractor and the City.

### GC26. BIDDER'S/CONTRACTOR'S COOPERATION.

The Bidder/Contractor shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this contract.

### GC27. GENERAL RESPONSIBILITY OF BIDDER/CONTRACTOR

A. All equipment, materials and/or services furnished under this solicitation/contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws, ordinances and statutes in any matter affecting performance and pricing under this solicitation/contract and must meet or exceed specification requirements.

B. The Bidder/Contractor shall, prior to or at the time of executing the contract and bond herein referred to, exhibit to the City Purchasing Agent all licenses and permits required for the performance of the work referred to herein.

C. The Bidder/Contractor shall inform the City Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business and/or assignment.

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### GC28. BIDDER'S/CONTRACTOR'S SUPERVISION.

The Bidder/Contractor shall be fully responsible for supervision and the actions of its employees. The City shall exercise no supervision or control over the Bidder's/Contractor's employees.

GC29. BIDDER/CONTRACTOR IS NOT AN AGENT OR EMPLOYEE OF THE CITY. No language or wording contained in this solicitation/contract document shall be used to construe the Bidder/Contractor as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the Bidder/Contractor and/or of any of the Bidder's/Contractor's employees, and/or of any of the Bidder's/Contractor's subcontractors or their employees. The Bidder/Contractor shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Bidder/Contractor or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this solicitation/contract. Nothing contained in these solicitation/contract documents shall create any contractual relationship between any subcontractor and the City.

GC30. CHANGES TO CONTRACT. After the contract award, the City will have the unilateral right to order changes to the contract and the Contractor may request changes to the contract. In either case, the City Purchasing Agent shall have the undisputed right to decide on such changes provided a careful lump sum estimate shall have been made under generally accepted accounting principles of the cost effect of proposed additions or deductions and schedule and a written proposal submitted by the Contractor. If the Proposal is accepted, the changes must be by written order of the City Purchasing Agent. No variations from the contract price and/or schedule either by addition or deduction shall be made without this written order. Should a change become necessary and the Contractor and City Purchasing fail to agree upon a lump sum, the City Purchasing Agent shall have the right to issue an order for the work to be changed, and a correct account kept of the actual cost thereof, and an amount not exceeding fifteen (15) percent shall be added to cover the Bidder's/Contractor's overhead and profit, which total amount shall stand as the price to be deducted or added for changes. No such changes shall invalidate the original contract. Unless an extension of time for completion is specifically stated in such order, it shall be considered that no additional time is to be allowed.

### GC31. GUARANTEE/WARRANTY

A. Unless indicated otherwise by another provision of the contract, all work, supplies, materials and requirements described in the specifications, including any modifications thereto, shall be guaranteed/warranty for a period of one (1) year from the date of delivery and/or final acceptance by the City. Such guarantee/warranty shall include, but not be limited to the following:

(1) Against any and all faulty or important materials, and/or equipment; or imperfect, careless or unskilled workmanship, as determined by the City Purchasing Agent; and/or

(2) Against any injury or undue deterioration resulting from proper and normal use of goods and/or services, as determined by the City Purchasing Agent.

B. The Contractor shall remove and replace with proper materials, equipment or services and shall re-execute, correct or repair without cost to the City, any materials, equipment or services found to be improper, imperfect, defective or unable to perform as specified, and shall repair all damages caused by any such removal, replacement or repair.

C. Any warranties, whether expressed or implied shall not reduce the Contractor's, Sellers/Manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications, including improved modifications.

### GC32. TERMINATION FOR DEFAULT/CONVENIENCE

A. Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the right to terminate any contract, if in its opinion there shall be a failure at any time, to promptly and faithfully perform any of its terms or in case of any willful attempt to impose upon the City materials, services, products and/or workmanship inferior to that required by the contract. Any action taken by the Board of Estimates shall not affect or impair any rights or claims of the City to damages for the breach of any requirements or terms of the contract by the Contractor.

B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Contractor. In case said expenses shall exceed the amount which would have been payable under the contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the City. In the event that an Bidder/Contractor is exempted from posting a bid or



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performance guarantee and fails to execute and perform any contract awarded, it shall forfeit the right to bid on any future City contract(s) for a period of time as determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.

C. The City in accordance with this clause in whole may terminate the performance of work under this contract, or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. Mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective shall effect any such termination. Upon termination of this contract in accordance with this section, the Contractor is entitled to an equitable adjustment hereunder. Said equitable adjustment may include any costs reasonably incurred by the Contractor as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.

### GC33. BILLS OF LADING / DELIVERY TICKETS

A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered.

B. The Purchase Order Number, Description/Name of Article, Item Number, Quantity and Name of Contractor.

C. All Bills of Lading will clearly indicate the Name of the Contractor.

D. Failure to comply with the above shall be sufficient reason for rejection of the shipment.

### GC34. INSPECTION.

All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be provided under this contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.

### GC35. NONDISCRIMINATION

A. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for

subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. In addition, the Bidder/Contractor shall complete, when required, Immigration and Naturalization Form 1-9 for each employee hired. For assistance in compliance, contact: United States Department of Labor, Office of Federal Contract Compliance Programs, 103 South Gay Street, Room 202, Baltimore, Maryland 21202. Phone: (410) 962-3572, Fax (410) 962-0159.

### GC36. INVOICES.

All invoices are to be submitted in triplicate and mailed in accordance with instructions as shown on the Purchase Order. Invoices shall contain as a minimum the Purchase Order Number, Item Numbers, and Description of Item, Quantity, Price/Extensions and Total.

### GC37. PAYMENTS

A. Materials and/or Equipment: Partial or full payment will be made upon receipt and final acceptance of materials and/or equipment invoiced as shown on and in accordance with the Purchase Order.

B. Construction Services: On the first of each month, the Contractor shall submit to the City Purchasing Agent and application for payment in the form of an itemized statement of the cost of all work and material installed and erected, or performed during the month. Said statements of monthly progress of the work will include the cost of all materials and equipment necessary in the performance of the contract but not yet incorporated in the work, provided that said materials and/or equipment have been delivered to the site of the work or delivered to a bonded warehouse designated and approved by the City Purchasing Agent and all provisions of this solicitation/contract have been complied with.

(1) After the City Purchasing Agent approves the statement and such releases as may be required, the City Purchasing Agent shall deduct five percent (5%) retainage therefrom and cause to be issued

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a warrant for payment, which shall be made ten (10) days following his approval. The City shall hold the five percent (5%) retainage until final payment is made.

(2) At the time of completion and before final vouchers for settlement are approved, the City Purchasing Agent may require the Contractor to deliver certifications of payments in full for all materials and work finished and/or installed under this contract, said certifications to be in a form satisfactory to the City Purchasing Agent. Verifications of payment to any and all subcontractors and/or material will also be required.

(3) No warrant issued or payment made to the Contractor, nor partial or entire use or occupancy of the work by the City, or any of its tenants, shall be construed as acceptance of any work or materials not in accordance with the solicitation/contract plans and specifications or a waiver of any solicitation/contract terms.

(4) Provided that the City Purchasing Agent shall have approved the Contractor's invoices, the Department of Finance will make payment thirty (30) days after receipts by the City of the signed payment request of the Contractor. Should the thirtieth (30) day fall on a non working day, then payment shall be made the first working day thereafter. Certification as applicable must be provided by the Contractor.

(5) Final payment will be made after the completion and final acceptance of each order under the contract.

C. No partial payments will be made where the time required to completion of the order/contract is less than forty-five (45) days. In these cases, only the final payment will be invoiced.

**GC38. ACCESS AND RETENTION OF RECORDS.** At any time during business hours, and as often as the City may deem necessary, there shall be made available to the City for examination, the Contractor's records with respect to the Contractor's services under this solicitation and any ensuing contract. The Contractor shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and make audits of data relating to matters covered by this solicitation and any ensuing contract. The Contractor shall maintain and retain all records and other documents related to this contract for a period of three (3) years from the date of the final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

**GC39. QUALITY ASSURANCE.** The supplies, materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing

Agent and/or his authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Contractor within twenty-four (24) hours after notification. Should the Contractor continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Contractor's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Contractor. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until Final Completion and Acceptance of all work under the contract or to take any other legal remedies under the contract.

### **GC40. AUTHORITY OF THE CITY PURCHASING AGENT**

A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this solicitation/contract. The City Purchasing Agent shall decide any and all questions that may arise regarding the Contractor's obligations and the fulfillment of the solicitation/contract terms.

B. The City Purchasing Agent shall act as the Referee if any dispute arises between the Contractor and the City regarding this solicitation/contract. The determination of the City Purchasing Agent may be appealed to Board of Estimates in writing. The Contractor may appeal any adverse determination of the City Purchasing Agent in writing within ten (10) days of the determination, or it is forever waived. Final payment by the City will not be made unless and until all issues in dispute(s) have been fully and finally settled and/or adjudicated.

### **GC41. SUBCONTRACTOR BONDING**

A. No prime Contractor shall require a Performance Bond from any subcontractor unless prior approval authorizing the prime Contractor to require such a bond has been granted in writing by the City Purchasing Agent, and in connection with contracts subject to MBE and WBE requirements, concurred in by the Chief of the Minority and Business Opportunity Office (MWBOO).

B. All requests by a prime Contractor for prior approval to allow the prime Contractor to require a Performance Bond from a subcontractor shall be made in writing to the Contracting Officer. In such a request, the prime Contractor shall particularize the

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reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.

C. The City Purchasing Agent, and if concurrence is required, the Chief of the Minority and Women's Business Opportunity Office (MWBOO) have the sole discretion to determine whether a request by a prime Contractor for prior approval to authorize the prime Contractor to require a Performance Bond from a subcontractor will be granted and concurred in, and their decisions shall be final.

### GC42. DEBRIEFING OF UNSUCCESSFUL BIDDER

A. When a contract is to be awarded on some basis other than price alone, unsuccessful Bidders shall be debriefed upon written request submitted to the City Purchasing Agent within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.

#### B. Debriefing will

(1) Be limited to discussion of the unsuccessful Bidder's Bid and may not include specific discussion of a competing Bidder's Bid;

(2) Be factual and consistent with the evaluation or the unsuccessful Bidder's Bid; and/or

(3) Provide information on areas in which the unsuccessful Bidder's technical Bid was deemed weak or deficient.

C. Debriefing will not include discussion or dissemination of the notes or rankings of individual members of an evaluation committee, but may include a summary of the procurement officer's rationale for the selection decision and recommended contract award.

D. A summary of the debriefing shall be made a part of the contract file.

### GC43. PROTESTS

A. The City's Board of Estimates approves all contracts over \$5,000 in value and is the final contracting authority for the City of Baltimore. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Office of the Comptroller, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than noon on the Tuesday preceding the Wednesday meeting of the Board of Estimates. A copy of the protest letter must be forwarded to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202. Parties protesting shall contact the Comptroller's Office to determine the date

when the contract will be placed on the Agenda of the Board of Estimates.

B. The written protest should include the following information:

(1) Name, address and telephone number of the business entity protesting;

(2) Identification of the contract number, the City agency for whom the contract is being solicited and the name of the Bureau of Purchases' Buyer;

(3) A detailed statement of the factual grounds of the protest; and/or

(4) The form of relief requested.

### GC44. NOTICE

A. Except as specified otherwise by another provision of the solicitation documents or any ensuing contract, any notice to the Contractor required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and posted via first class mail to the Contractor at the address designated in the bid or contract documents.

B. In case of emergency, which shall be determined at the sole discretion of the City, notice may be transmitted by hand delivery with receipt obtained therefore, or by telephone or facsimile followed by written confirmation by first class mail.

### GC45. GENDER.

Words of gender used in these solicitation/bid documents and any ensuing contract may be construed to include any gender, and words in the singular may include plural, and words in the plural, singular.

### GC46. COMPLIANCE WITH LAW.

The Bidder/Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the contract.

### GC47. GOVERNING LAW.

The contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland.

### GC48. APPROPRIATION OF FUNDS.

This contract is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If the terms of this contract exceed a budget as adopted by the Baltimore City Council, then that portion of this contract which exceeds a properly adopted budget shall be contingent upon further appropriation by the City. In the event of such non-appropriation of funds at any time during the term of the contract as would prevent

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the City from making payment under the terms and conditions of the contract, the City may terminate the contract without the assessment of any termination charges or financial penalties against the City by providing written notice of intent to terminate to the Contractor. If the City terminates a contract due to the non-appropriation of funds, the City will pay Contractor for work currently in progress, and Contractor shall not begin any additional work on the effected contract upon receipt of notification of intent to terminate by the City.

### GC49. FORCE MAJEURE.

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, unanticipated strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the City, at its sole discretion, will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

GC50. BOARD OF ESTIMATES RESOLUTIONS. Certain resolutions of the Board of Estimates shall apply to City contracts as follows.

#### A. WORKER-SPONSORED BENEFITS.

For contracts for non-professional services, the Contractor shall provide a system permitting those workers employed pursuant to the instant contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

#### B. FAIR LABOR PRACTICES

(1) Contractors, subcontractors, and their agents and employees may not engage in unfair labor practices as defined under The National Labor Relations Act and applicable federal regulations and state laws.

(2) Contractors, subcontractors, and their agents may not threaten, harass, intimidate, or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievances.

(3) If the Board of Estimates determines that a Contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said Contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently

completing contracts, they will be found in default of their contracts

GC51. CITY COUNCIL RESOLUTIONS. Certain resolutions of the Baltimore City Council shall apply to City contracts as follows.

#### A. WORKER-SPONSORED BENEFITS PLAN.

The Contractor shall provide a system permitting those workers employed pursuant to the instant contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

#### B. UNLAWFUL EMPLOYMENT PRACTICES

(1) Except where a particular occupation or position reasonably requires, as an essential qualification thereof, the employment of a person or persons of a particular race, color, religion, national origin, ancestry or sex and such qualification is not adopted as a means of circumventing the purpose of this subtitle, it shall be an unlawful practice

(a) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment;

(b) For any employer, employment agency or labor organization to practice discrimination by denying or limiting through a quota system or otherwise, employment or membership opportunities to any group or individual;

(c) For an employer, employment agency or labor organization prior to employment or admission to membership to

((1)) Make any inquiry concerning, or record, the race, color, religion, national origin or ancestry of any applicant for employment or membership except when authorized by the Commission;

((2)) Use any form of application for employment of personnel or membership blank containing questions or entries regarding race, color, religion, national origin or ancestry except when authorized or ordered by the Commission;

((3)) Cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, national origin, ancestry or sex.

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(d) For any employment agency to practice discrimination by failing or refusing to classify an individual or to refer him for employment;

(e) For any labor organization to discriminate against any individual by limiting, segregating or classifying its membership in any way which would deprive or tend to deprive such individual of employment opportunities or would limit his employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment or would affect adversely his wages, hours or employment conditions;

(f) For any employer, employment agency or labor organization to penalize or discriminate in any manner against any individual because he has opposed any practice forbidden by this subtitle or because he has made a complaint, testified, or assisted in any manner in any investigation, proceeding or hearing hereunder;

(g) For any labor organization or employers' association established for the purpose of training apprentice candidates, acting individually or jointly, to discriminate against any person with respect to admission or membership, or with respect to terms, conditions or employment or training, placement or any other benefit; and/or.

(h) For any employer, employment agency, or labor organization to discriminate against any individual because he has sought psychiatric help.

### C. ASSURANCE OF NON-SEGREGATED FACILITIES

(1) The Bidder/Contractor assures the City of Baltimore and the U. S. Department of Labor that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder/Contractor understands that the phrase "segregated facilities" includes facilities, which are, in fact, segregated on the basis of race, color, sex, or national origin because of habit, local custom, or for any other reason.

(2) The Bidder/Contractor also understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities exist is a violation of the requirements appearing in Executive Order 11246 as amended by Executive Order 11375.

(3) The Bidder/Contractor further understands and agrees that a breach of this agreement

subjects him to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Bidder/Contractor and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.

### GC52. PREVIOUS COMPLIANCE.

If a Contractor failed to comply with all of the terms and conditions of a prior City contract, including but not limited to failure to satisfy MBE/WBE participation goals, then the Board of Estimates may, in its discretion, reject his/her/its bid for this contract.

### GC53. CONTRACT DISCLOSURE REQUIREMENT.

Upon the City's request, and only after filing a complaint against Contractor pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, Contractor agrees to provide the City within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

**SECTION 'B'**  
**BID DOCUMENTS**

Mark as "Original" or  
"Duplicate" here.

(NOTE: Refer to Section GC1 – Order of Precedence.)

NOTE: For your bid to be responsive you must submit all of the documents contained in this section. All Section 'B' pages included herein shall be submitted with the Bid, even if additional information and/or signature is not required.

**BID INFORMATION AND AFFIDAVIT SIGNATURE PAGE**

Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Name of Contact Person [IF DIFFERENT FROM ABOVE] \_\_\_\_\_

Title of Contact Person \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone: \_\_\_\_\_

Federal Social Security Identification Number \_\_\_\_\_

If awarded a contract, the Bidder/Contractor will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents and information contained in this Solicitation and in the Bid submitted in response to this Solicitation and accepted by the City.

I, [PRINT OR TYPE NAME] \_\_\_\_\_ ,  
the undersigned, [PRINT OR TYPE TITLE] \_\_\_\_\_ ,  
of the above named Bidder do solemnly declare and affirm under the penalties or perjury this  
\_\_\_\_\_ day of [MONTH] \_\_\_\_\_ , [YEAR] \_\_\_\_\_ ,  
that I hold the aforementioned Office in the above Bidder and that the below affidavits and  
attachments hereto are true and correct to the best of my knowledge, information and belief, and  
shall apply to this Bid and any subsequent Contract.

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**AFFIDAVIT I**

This is to certify that the Bidder/Contractor or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**AFFIDAVIT II**

This is to certify that the Bidder/Contractor or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

**AFFIDAVIT III**

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, “person” is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Contractor. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**AFFIDAVIT IV**

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. “Person” is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

**AFFIDAVIT V**

This is to certify that the Bidder/Contractor or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor’s Qualification Committee of the City of Baltimore.

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**AFFIDAVIT VI**

This is to certify that the Bidder/Contractor or a person his behalf has examined and understands the Specifications, including the General Conditions and the Solicitation Documents.

**AFFIDAVIT VII**

This is to certify that the Bidder/Contractor and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

**AFFIDAVIT VIII**

This is to certify that the Bidder/Contractor or a person on his behalf has examined and understands the specifications, including the General Conditions and the Solicitation Documents; has had an adequate opportunity to ask questions; has visited the City's facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid is based upon the specifications and requirements as described in the solicitation documents.

**AFFIDAVIT IX**

This is to certify that the Bidder/Contractor and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

**AFFIDAVIT X**

This is to certify that the Bidder/Contractor and/or any person in their behalf acknowledge that all documents, information and data submitted in its Bid shall be treated as public information unless otherwise indicated.

(Affix Corporate  
Seal Here)

\_\_\_\_\_  
Signature of Authorized Representative (Sign in blue ink only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature (Sign in blue ink only)

\_\_\_\_\_  
Date



**B500003226 – Tire Repair Services – Due: October 29, 2014**  
**BID PRICE SHEET**

Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Fax \_\_\_\_\_ Phone \_\_\_\_\_

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, and as described below and elsewhere herein and at the pricing shown below. The City of Baltimore requires all vendors to have an approved authorized procurement instrument (i.e.: purchase order, term contract, blanket purchase order, purchase agreement, etc.) in hand prior to providing and delivering any goods or services. Entering into contracts and agreements 'verbally' is prohibited. Any vendor who delivers goods and/or performs services to the City without an approved authorized procurement instrument does so entirely at its own risk, and faces the possibility of having payment delayed and/or denied.

Flat repair service shall include all labor, shop supplies, and environmental charges; removal, repair, and mounting. It is advised that all replacement tires shall be picked up at our Tire vendor, Donald Rice Tire Company. For the situations where that is not possible, the tire will be charged to the Fleet on a Cost Plus % price. Service is to be provided at the location of the breakdown, if possible or at the vendor's location, if necessary.

**I. MANDATORY SUBMISSIONS.**

Documentation to show a minimum of three years' experience with tire repair services.
Three recent references with a company that has a similar scope & size as the City's.
Certificate of Good standing from the Maryland Department of Assessments & Taxes.
Copy of the warranty for the services provided.
Signed Addenda, if any.
Response to SW27, if applicable.
All pages from the B section.

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**II. Tire Repair Services. Quote a Flat rate price for each job.**

**A. Passenger Tires**

<u>Description</u>	<u>Price</u>
(1) Alignment Wheels-Pass (Inc. Toe Setting)	\$ _____
(2) Spin Balance-Pass (Inc Mount/Dismount)	\$ _____
(3) Spin Balance-Pass-Drive In (Inc On/Off vehicle)	\$ _____
(4) Dismount/Mount-Pass (Inc On/Off vehicle)	\$ _____
(5) Dismount/Mount-Pass Drive In ( Purchase tire)	\$ _____
(6) Dismount/Mount Labor-Pass	\$ _____
(7) Flat Repair-Pass (On/Off vehicle)	\$ _____
(8) Flat Repair Labor (Inc Dismount/Mount) Pass	\$ _____
(9) Flat Repair Labor (Inc Dismount/Mount) Pass-Drive in	\$ _____
(10) Powder Coat Wheel Reconditioning-Pass	\$ _____
(11) Rotation Pass	\$ _____
(12) Rotation Pass-Drive in	\$ _____
(13) Repair Material-Pass-Drive in	\$ _____
(14) Scrap Tire Disposal-Pass	\$ _____
(15) Valve New-Pass	\$ _____
(16) Valve New Chrome-Pass	\$ _____
(17) Cost plus _____ % for the tire	

**B. Industrial Tires**

<u>Description</u>	<u>Price</u>
(1) Dismount/Mount (Inc On/Off vehicle)	\$ _____
(2) Dismount/Mount Labor	\$ _____
(3) Dismount/Mount Labor Drive-in	\$ _____
(4) Flat Repair (Include On/Off vehicle)	\$ _____
(5) Flat Repair (Inc Dismount/Mount)	\$ _____
(6) Powder Coat Wheel Reconditioning	\$ _____
(7) Rotation	\$ _____
(8) Rotation-Drive in	\$ _____
(9) Repair Material	\$ _____
(10) Scrap Tire Disposal	\$ _____
(11) Valve New (bolt-in or snap-in)	\$ _____
(12) Valve New (liquid fill)	\$ _____

**B500003226 – Tire Repair Services – Due: October 29, 2014**

(13) Road Service Day Rate

(14) Cost plus \_\_\_\_\_ % for the tire

**C. Grader/Tractor Tires**

(1) Dismount/Mount (Inc on/off vehicle) \$ \_\_\_\_\_

(2) Dismount/Mount Labor \$ \_\_\_\_\_

(3) Dismount/Mount Labor Drive-in \$ \_\_\_\_\_

(4) Flat Repair (Include on/off vehicle) \$ \_\_\_\_\_

(5) Flat Repair (Inc Dismount/Mount) \$ \_\_\_\_\_

(6) Powder Coat Wheel Reconditioning \$ \_\_\_\_\_

(7) Rotation \$ \_\_\_\_\_

(8) Rotation-Drive in \$ \_\_\_\_\_

(9) Repair Material \$ \_\_\_\_\_

(10) Scrap Tire Disposal \$ \_\_\_\_\_

(11) Valve New (bolt-in or snap-in) \$ \_\_\_\_\_

(12) Valve New (liquid fill) \$ \_\_\_\_\_

(13) New Calcium Installed per Gallon \$ \_\_\_\_\_

(14) Transfer Calcium per Gallon \$ \_\_\_\_\_

(15) Scrap tire disposal

(16) Cost plus \_\_\_\_\_ % for the tire

**D. Light Truck Tires**

(1) Spin Balance-L/T (include Mount/Dismount) \$ \_\_\_\_\_

(2) Spin Balance-L/T Drive-in (on/off vehicle) \$ \_\_\_\_\_

(3) Dismount/Mount L/T (include on/off vehicle) \$ \_\_\_\_\_

(4) Dismount/Mount L/T Drive in ( On/Off vehicle) \$ \_\_\_\_\_

(5) Dismount/Mount Labor –L/T \$ \_\_\_\_\_

(6) Flat Repair Labor –L/T \$ \_\_\_\_\_

(7) Flat Repair Labor – Loose –L/T \$ \_\_\_\_\_

(8) Powder Coat Wheel Reconditioning-L/T \$ \_\_\_\_\_

(9) Rotation-L/T \$ \_\_\_\_\_

(10) Rotation L/T Drive in

(11) Repair material L/T \$ \_\_\_\_\_

(12) Scrap Tire Disposal L/T \$ \_\_\_\_\_

(13) Valve-New Bolt-in (TR501,500,575) L/T \$ \_\_\_\_\_

(14) Cost plus \_\_\_\_\_ % for the tire

**B500003226 – Tire Repair Services – Due: October 29, 2014**

Here is a list of the most used tires in the Fleet to help with pricing. Any tire not listed will be charged to Fleet Management at the cost plus percentage mark up as bid above in letters A-D. Documentation of your cost shall be included with the invoice.

**PASSENGER TIRES (GOODYEAR)**

P195/70R14 REGATTA 2

P185/70R14 REGATTA 2

P185/75R14 REGATTA 2

P185/60R15 REGATTA 2

P195/60R15 REGATTA 2

P195/65R15 REGATTA 2

P205/65R15 REGATTA 2

P205/70R15 REGATTA 2

P205/75R15 REGATTA 2

P215/60R15 EAGLE GT

P215/70R15 98S INTEGRITY

P215/75R15 WRANGLER RTS

P225/70R15 INTEGRITY

P225/75R15 WRANGLER SRA

P235/70R16 WRANGLER SRA

P265/70R16 S2 WRANGLER RTS

P215/70R16 WRANGLER HP

P215/60R16

P225/60R16 EAGLE RSA

P235/55R17 EAGLE RSA

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**LIGHT TRUCK (GOODYEAR)**

LT235/75R15 WRANGLER RT/S

LT225/70R16 WRANGLER RTS

LT225/75R16 WRANGLER HT-E

LT235/85R16 WRANGLER HT-E

LT265/75R16 SILENT ARMOR

LT215/85R16 WRANGLER HT-E

LT245/75R16 WRANGLER HT

LT255/75R17 WRANGLER SRA

LT245/70R17 WRANGLER SRA

LT245/75R17 WRANGLER SRA

LT275/70R18 WRANGLER SR-A

**HEAVY TRUCK (GOODYEAR)**

215/75R17.5 G114

225/70R19.5 REG.-G647 M&S G124

245/70R19.5 REG.-G647 M&S G622

265/70R19.5 REG.-G159 M&S G124

10R22.5 REG. G661 M&S G622

11R22.5 REG. G661 M&S G182

12R22.5 REG. G149 M&S G288

265/75R22.5 REG. G149 M&S G124

315/80R22.5 REG.G291

385/80R22.5 REG. G296

425/80R22.5 REG. G286

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**EQUIPMENT TIRES**

23-10.5-12

27-9.50-15

6.5-16

7.50-16

12.5-80-18

405/70R18

17.5x65-20

425x75R20

14.9-24

19.5-24

21L-24

15.5-25

20.5-25

23.5-25

SOLID TIRES (PRESS ON)

**TRAILER TIRES (GOODYEAR)**

8-14.5

9.5-16.5

ST175/80R13

ST225/75R15

ST205/75R15

ST215/75R14

ST235/80R16

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**III. LABOR**

Normal Business Hours                      \$ \_\_\_\_\_ per hour    x 150 hr. = \$ \_\_\_\_\_  
Overtime                                        \$ \_\_\_\_\_ per hour    x 50 hr. = \$ \_\_\_\_\_  
Sunday, Holidays                            \$ \_\_\_\_\_ per hour    x 20 hr. = \$ \_\_\_\_\_

Total for Section III.                      \$ \_\_\_\_\_

**Hours of Operation**

Monday through Friday                    \_\_\_\_\_ a.m. to \_\_\_\_\_ pm  
Saturday                                        \_\_\_\_\_ a.m. to \_\_\_\_\_ pm  
Sunday     \_\_\_\_\_ a.m. to \_\_\_\_\_ pm

Terms: \_\_\_\_\_  
(Net 30)

F.O.B. Delivered

By signature below, we acknowledge and affirm that we have received, read and understand all of the terms, conditions and specifications contained in this solicitation, including any and all subsequent CitiBuy attachments and addenda thereto, that we have been afforded an opportunity to ask questions and request clarification, and that we have provided, completed, assembled and submitted all of the required forms and information specified herein, and that no original solicitation document or language has changed or modified unless clearly noted in the Submission Section entitled "Deviations, Exceptions, Modifications and/or Alterations".

(Affix  
Corporate  
Seal Here)

\_\_\_\_\_  
Signature of Authorized Representative (Sign in blue ink only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**Notice to Contractors  
Living Wage Requirement**

The Baltimore City Code (Edition 2000, Art. 5, Subtitle 26 “Hours and Wages – Service Contracts”) establishes what is more commonly referred to as the City’s “Living Wage” requirement. Contractors having service contracts with the City are required, among other things, to pay their non-professional employees a “Living Wage” to be determined each year by the Board of Estimates. Contractors must become thoroughly familiar with the “Living Wage” requirement. A copy of the City Code can be found on the City’s website ([www.baltimorecity.gov](http://www.baltimorecity.gov)).

The “Living Wage” for FY 2015 is **\$11.29** per hour, beginning July 1, 2014. A legal review has concluded that the law does not differentiate between full-time and part-time (less than eight hours per day) service workers. All bid/proposal prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of future rate increases by the Board of Estimates.

**Future Wage Increases:** Future wage rate increases are defined as any new rates approved by the Board of Estimates that take affect after and supersede the rates shown in this solicitation. In which case:

- If you are paying exactly the current base minimum wage rate as stipulated above, you may submit a written request to increase your invoiced hourly rate by an amount equal to, but not greater than, the amount of the increase by the Board of Estimates for those affected employees; or
- If you are paying higher than the base minimum wage rate you may submit a written request to increase your invoiced hourly rate by an amount equal to the portion of the amount of any future increase which exceeds your current rate (difference between your current rate and the new rate) for those affected employees; or
- If you are paying at a rate which equals or exceeds the base minimum wage rate plus the new approved future increase rate amount, you may not seek an adjustment to your invoiced hourly rate.

Below is a copy of Art. 5, §26-10 (“Required Records – Project Payroll Reports”), which sets forth certain reporting requirements. A “Contractor Weekly Project Payroll Report” form is also included to be used in complying with §26-10. If you find it more convenient you may use your own form so long as it provides the information required and is in close conformity with the form enclosed.

If you need additional clarification regarding Article 5, Subtitle 26, please contact the Wage Commission at 4 South Frederick Street, Baltimore, Maryland 21202, or by calling 410-396-4835.



**B500003226 – Tire Repair Services – Due: October 29, 2014**

Copies of completed reports shall be submitted as follows.

One Copy: Wage Commission  
10 N. Calvert Street Suite 915  
Baltimore, MD 21202  
410-396-4835

One Copy: Bureau of Purchases  
Attn: Administrative Division  
231 E. Baltimore Street  
Baltimore, MD 21202  
410-396-5709

If you require additional forms or have any questions relative to this matter, please call the Bureau of Purchases at 410-396-5709 or 410-396-5700.

(Remainder of this page was intentionally left blank)

## **B500003226 – Tire Repair Services – Due: October 29, 2014**

BALTIMORE CITY CODE – SUBTITLE 26 – HOURS AND WAGES - SERVICE CONTRACTS – ART.5, § 26-10\*

### **§ 26-10. Required records – project payroll reports**

- (a) Contractor to submit.

The contractor shall submit two (2) complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, one (1) copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours.

- (b) Contents.

The project payrolls shall contain:

- (1) The name of the prime contractor and the subcontractor, if any;
- (2) A designation of the project and location;
- (3) The name, Social Security Number, and occupation of each employee;
- (3) The name, Social Security Number, and occupation of each employee;
- (4) The classification in accordance with the classifications fixed in the contract;
- (5) The number of hours worked daily by the service worker at straight time and at overtime and the hourly wage rate for each;
- (6) The gross wages paid to the service worker per pay period; and
- (7) Such other data as may be required by the Board of Estimates from time to time.

- (c) Prime contractor responsible for subcontractors.

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

- (d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) That the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;
- (3) That the classification set forth for each service worker conforms with the work that the service worker performed; and
- (4) That the service contractor has complied with the provisions of this subtitle.

[End of Art. 5, §26-10]

\* Note: This is only a portion of Subtitle 26. Contractors must be familiar with the entire subtitle.

## B500003226 – Tire Repair Services – Due: October 29, 2014

### CONTRACTOR WEEKLY PROJECT PAYROLL REPORT (Required by Baltimore City Code - Article V, Subtitle 26)

Prime Contractor		Contract No.		Purchase Order No.	
Subcontractor		Location		Pay Period	

Name of Employee	Occupational Classification	OT	Daily Hours Worked							Total Hours	Hourly Rate	Total Wages
			S	M	T	W	T	F	S			
		OT										
		ST										
		OT										
		ST										
		OT										
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I HEREBY CERTIFY that I have examined the records of the above Contractor and that the facts and information hereinabove set forth were secured from such records and that such facts and information are true and accurate to the best of my knowledge, information, and belief.

Attest:

\_\_\_\_\_  
Contractor (Please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Official

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**REFERENCES**

Client History/References: Bidders must provide at a minimum, three verifiable references in which the bidder has provided this or a similar service. If any of your references are not available or do not supply a positive response, your bid may be rejected; therefore it is suggested that you list more than 3 references.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Service Began: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Service Began: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Service Began: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Service Began: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Date Service Began: \_\_\_\_\_

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**Affidavit of Agreement**

**Article 5, Subtitle 26 of the Baltimore City Code  
(Hours and Wages - Service Contracts)**

To: Wage Commission  
10 N. Calvert Street Suite 915  
Baltimore, Maryland 21202

Bid/Proposal submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

The undersigned, being an authorized representative of the above stated contractor, hereby affirms our commitment to comply with Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, and to file all required payroll reports with regard to the above stated contract.

The bidder/proposer/contractor agrees to pay its employees at least the minimum wage rate in effect at the time service is provided, and to ensure that its sub-contractors also pay the required minimum wage rate. The minimum wage rate in effect at the time of bid shall remain in effect throughout the life of the contract, including extensions thereof. If increases are approved by the Board of Estimates in accordance with the terms of Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, they shall apply to this contract.

(Affix Corporate  
Seal Here)

\_\_\_\_\_  
Signature of Authorized Representative: (Sign in blue ink only.) Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature: (Sign in blue ink only.) Date

**B500003226 – Tire Repair Services – Due: October 29, 2014**

**LOCAL HIRING**

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

A. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

B. Within two (2) weeks of the Board of Estimate’s award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

C. Should the contractor’s workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED’s One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

D. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5<sup>th</sup>) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law’s requirements.

**INSURANCE**

The successful Bidder/Contractor will be required to provide insurance coverage as indicated in the General Conditions of Solicitation prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. Proof that coverage is either currently in place or will be provided must be submitted with the bid. This can be done by one of the two following methods.

1. Complete form "Certification of Insurance Coverage" below, or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
  - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the City.
  - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
  - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form must be complete, must show that all limits of insurance are or will be met, and must be signed by the Agent.

Failure to provide the required insurance coverage by either of the two methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

The Contractor agrees, by submitting a Bid, to a Waiver of Subrogation in favor of the City for each required policy herein.

---

Authorized Agent's Signature

Date

**B500003226 – Tire Repair Services – Due: October 29, 2014**  
**CERTIFICATE OF INSURANCE COVERAGE**

Bid submitted by (name of firm): \_\_\_\_\_

Name of Surety Company \_\_\_\_\_

Name of Surety Agent \_\_\_\_\_

Surety Agent's Phone \_\_\_\_\_

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/Including Products & Completed Operations \$1,000,000 Occurrence; \$3,000,000 Aggregate			
Business Automobile Liability/ \$1,000,000 Occurrence			
Workman's Compensation/ Minimum Statutory Requirement			
Garage Keepers Direct Primary \$1,000,000.			

Check the appropriate box (es) below.

- ☐ Limits on above policy will be increased
- ☐ Above policy now in effect
- ☐ Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
2. The policy(s) shall not be reduced or cancelled without at least forty-five (45) days prior written notice to the City.
3. The insurance company is prohibited from pleading government function in the absence of any specific written authority by the City.
4. The policy(s) will be automatically included and cover all phases of work, equipment, persons, *et cetera* which are normally covered while performing work under the above contract, whether specifically written therein or not.

The City is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The City bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the City. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

\_\_\_\_\_  
Authorized Agent's Signature

\_\_\_\_\_  
Date



**B500003226 – Tire Repair Services – Due: October 29, 2014**

**MAYOR AND CITY COUNCIL OF BALTIMORE  
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28  
MINORITY AND WOMEN’S BUSINESS PROGRAM**

**MBE AND WBE PARTICIPATION  
COMMITMENT FORMS**

Name of Bidder (Proposer) \_\_\_\_\_

Address \_\_\_\_\_

Contracting Agency:

Contract (Project) Title: (See at top of this page.)  
\_\_\_\_\_

Contract Number: (See at top of this page.)

Bid Due Date: (See at top of this page.)

The Overall MBE goal is ..... 3%      The WBE goal is ..... 0%

MBE Sub-goals are:

African American.....	N/A%
Asian American.....	N/A%
Hispanic American....	N/A%
Native American .....	N/A %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION  
COMMITMENT FORMS IS DUE WITH THE BID.**

**FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:**

Minority and Women’s Business Opportunity Office (MWBOO)  
Baltimore City Department of Law  
Room 101, City Hall  
100 N. Holliday Street  
Baltimore, MD 21202  
(410)396-4355

**PART A: INSTRUCTIONS**

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR, OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2007) is available at the website at: [www.baltimorecity.gov/Government/Citychartercodes.aspx](http://www.baltimorecity.gov/Government/Citychartercodes.aspx) or at the MWBOO Office

**1. BID REQUIREMENTS**

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents **WITH THE BID:**

- Part B: Statement of Intent Form(s) – to be signed by Bidder and MBE or WBE
- Part C: MBE/WBE Participation Affidavit – to be completed by Bidder
- Part D: MBE/WBE Participation Waiver – to be completed and submitted by Bidder if unable to meet the participation goals.

Any bid that does not include signed Statement of Intent Form(s) and the MBE//WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

**2. VERIFYING CERTIFICATION**

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available on the website at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO.

**3. CONTRACT REQUIREMENTS**

During the term of the contract, any unjustified failure to comply with the MBE and WBE participation requirements is a material breach of contract.

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Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

### **4. SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract.

### **5. WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates a good faith effort to comply with the goals.

### **6. MBE AND WBE PARTICIPATION STANDARDS**

#### **6a. Participation of M/WBES**

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (Art. 5, §28-35)

#### **6b. Non-affiliation**

A bidder may not use an MBE or WBE to meet a contract goal if:

1. The bidder has a financial interest in the MBE or WBE
  2. The bidder has an interest in the ownership or control of the MBE or WBE
  3. The bidder is significantly involved in the operation of the MBE or WBE
- (Art. 5, §28-41)

**A bidder that is an MBE or WBE may not use itself to meet a contract goal.**

#### **6c. Commercially Useful Function**

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. (Art. 5, §28-32).

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**6d. Subcontracting by MBE or WBE**

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or WBE's contracts for the purchase of materials, equipment, or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

**6e. Suppliers**

**Manufacturers** - A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

**Non-Manufacturers** – Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers...

Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

**6f. Joint Ventures**

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

**6g. Insurance Companies and Travel Agents**

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

**6h. Financial Institutions**

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

PART B: MBE/WBE AND PRIME CONTRACTOR'S  
STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.  
(Make additional copies of this form as needed.)

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM,  
WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 6a, AND 6e.

Name of Prime Contractor: \_\_\_\_\_

Name of MBE or WBE: (circle one) \_\_\_\_\_

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

\_\_\_\_\_  
\_\_\_\_\_

Materials/Supplies to be furnished by MBE or WBE:

\_\_\_\_\_  
\_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ (If this is a requirements contract,  
the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: \_\_\_\_\_ %

**(If MBE sub-goals apply, please indicate the sub-goal covered by this  
Statement of Intent.)**

African American..... % Asian American ... %

Hispanic American..... % Native American .. %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

\_\_\_\_\_  
Signature of Prime Contractor (REQUIRED)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of MBE or WBE (REQUIRED)

\_\_\_\_\_  
Date

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

PART C: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 10% and the WBE goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE \$ \_\_\_\_\_ or \_\_\_\_ % and WBE \$ \_\_\_\_\_ or \_\_\_\_ % of the total contract amount which is \$ \_\_\_\_\_

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

PART D: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) \_\_\_\_\_  
Address \_\_\_\_\_

Contracting Agency:

Contract (Project) Number and Title: (See at top of this page.)

Bid Due Date: (See at top of this page.)

Goals on this contract: MBE: 3% ...and... WBE: 0 %

African American.....N/A % Asian American ..... N/A %

Hispanic American.....N/A % Native American ..... N/A %

I have achieved: ..... MBE: \_\_\_\_ % ...and... WBE: \_\_\_\_ %

African American..... \_\_\_\_ % Asian American ..... \_\_\_\_ %

Hispanic American..... \_\_\_\_ % Native American .... \_\_\_\_ %

I am requesting a waiver of:..... MBE: \_\_\_\_ % ...and... WBE: \_\_\_\_ %

African American..... \_\_\_\_ % Asian American .... \_\_\_\_ %

Hispanic American..... \_\_\_\_ % Native American .... \_\_\_\_ %

I have contacted MWBOO for assistance. \_\_\_\_ Yes \_\_\_\_ No (Check One)

Number of MBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

Number of WBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date

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**PART E: SUBCONTRACTOR UTILIZATION FORM**

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: \_\_\_\_\_

Contract Number and Title: (See at top of this page.)

Total Contract Dollar Amount: \_\_\_\_\_

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Duplicate form if necessary.)

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

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Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

\_\_\_\_\_  
Prime Contractor's signature

\_\_\_\_\_  
Date