

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



**REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

***REVISED Due Date: 02/18/16, Time: 3:15 PM***

**AMENDMENT NO. 3  
DATED 02/11/16**

**BRIAN MOHNEY, ASSOCIATE BUYER  
PHONE: 410-887-3243  
EMAIL: [bmohney@baltimorecountymd.gov](mailto:bmohney@baltimorecountymd.gov)**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS  
ADDENDUM AND RETURN WITH YOUR BID.**

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Company Name

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Signature

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**AMENDMENT NO. 3**

The following information is offered, as the result of correspondence received on February 11, 2016.

1. Due to forecasted inclement weather, the due date has been changed from Tuesday, February 16, 2016 at 3:00 p.m. to Thursday, February 18, 2016 at 3:15 pm. Please see the attached revised Bid Reply Label.
2. All other terms and conditions remain the same.

## ***BID REPLY LABEL***

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

**REQUEST FOR BID**

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**NO. B-962  
02/18/16, 3:15 PM  
FIRE EXTINGUISHER MAINTENANCE**

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**TO: BALTIMORE COUNTY, MARYLAND  
PURCHASING DIVISION  
400 WASHINGTON AVE, ROOM 148  
TOWSON, MARYLAND 21204-4665**

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



**REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

*REVISED Due Date: 02/16/16, Time: 3:00 PM*

**AMENDMENT NO. 2  
DATED 02/09/16**

**BRIAN MOHNEY, ASSOCIATE BUYER  
PHONE: 410-887-3243  
EMAIL: [bmohney@baltimorecountymd.gov](mailto:bmohney@baltimorecountymd.gov)**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS  
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Company Name

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Signature

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**AMENDMENT NO. 2**

The following information is offered, as the result of correspondence received prior to February 9, 2016.

- 1. Question:** Is the current vendor being asked to bid?

**Answer:** Baltimore County's solicitations are formally advertised online, for all potential bidders. The County does not specifically request any bidders to participate in a formal solicitation.
- 2. Question:** Was there MBE/ WBE participation required on the last bid? If so what percentage?

**Answer:** The last solicitation contained an MBE/ WBE Subcontracting Goal of 15%. Due to the scope of work, the County's Procurement Review Group re-evaluated the goal, and subsequently, reduced the percentage to 5% for the current solicitation.
- 3. Question:** On the Price Sheet Page 2 Line No. 13-15 and 19 have prices written in. Are these prices you have already set or is this a typo.

**Answer:** For Commodity Lines 14 and 15, the unit prices are set, providing a 15% markup for parts and new equipment (cost X multiplier).

Commodity Lines 13 and 19 should be completed by the bidder, with the desired markup percentage. For example, \$1.00 is the vendor's cost. A 15% markup would result in a unit price of \$1.15 (cost X multiplier).
- 4. Question:** Will you be making the "List" on emaryland public? The list will show everyone who has looked at and is possibly bidding No. B-962. Currently it is not available on emaryland.

**Answer:** While Baltimore County solicitations are posted to eMaryland Marketplace, Baltimore County does not request, or make public, any listings of bidders who have viewed the solicitation through the eMaryland website. Please be reminded that all official correspondence related to the solicitation may only be found on Baltimore County's website at [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).
- 5. Question:** May a listing of all Kitchen Hoods and Quantities at County facilities be provided?

**Answer:** Attached, please find a listing of all Kitchen Hoods, currently installed in County owned facilities.

6. **Question:** With regard to Line item 8 of the price sheet, what is the definition of a wetting agent extinguisher?
- Answer:** For the purpose of this solicitation, any and all references to a "Wetting Agent Extinguisher" shall be described as a Class K Extinguisher for grease fires.
7. **Question:** The term "Fume Hood" is used throughout the solicitation. Please define "Fume Hood".
- Answer:** For the purpose of this solicitation, any and all references to "Fume Hood" shall be defined as a Kitchen Hood.
8. **Question:** Line 24 of the Price Sheet references three (3) wheeled suppression units. Where are these units located?
- Answer:** The wheeled suppression units referenced on Line 24 of the Price Sheet are located at the Baltimore County Police Department's Aviation Unit, Martin State Airport, 701 Wilson Point Road, Baltimore, MD 21220.
9. **Question:** Line 5 of the Price Sheet lists a quantity of 1,300 lbs. for Halon recharging. Is this an accurate estimate?
- Answer:** The quantities shown for all line items are estimated annual usages, and were complied, based on previous usage. While every attempt was made to calculate an accurate estimate, actual usage may vary based upon the County's needs.
10. All other terms and conditions remain the same.

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



**REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

***REVISED Due Date: 02/16/16, Time: 3:00 PM***

**AMENDMENT NO. 1  
DATED 01/27/16**

**BRIAN MOHNEY, ASSOCIATE BUYER  
PHONE: 410-887-3243  
EMAIL: [bmohney@baltimorecountymd.gov](mailto:bmohney@baltimorecountymd.gov)**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS  
ADDENDUM AND RETURN WITH YOUR BID.**

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Company Name

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Signature

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**AMENDMENT NO. 1**

The following information is offered, as the result of correspondence received on January 26, 2016.

1. As the result of inclement weather, the pre-bid meeting scheduled for January 26, 2016 **has been rescheduled for Friday, January 29, 2016 at 10:00 am.**
2. The due date has been changed from Monday, February 8, 2016 at 3:00 p.m. to Tuesday, February 16, 2016 at 3:00 pm. Please see the attached revised Bid Reply Label.
3. **Question:** May the current contract pricing be provided?  
**Answer:** Attached, please find the current contract pricing. Please note that line items 21-24 of the current solicitation are new, and no historical data is available.
4. All other terms and conditions remain the same.



## ***BID REPLY LABEL***

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OR CARTON.*

<b>REQUEST FOR BID</b>	
<b>NO. B-962 02/16/16, 3:00 PM FIRE EXTINGUISHER MAINTENANCE</b>	
<b>TO:</b>	<b>BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665</b>

**MASTER AGREEMENT**Document ID: 00001815  
Vendor: VC004851

Version: 6

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	93634	EA	\$3.0900	0.0000	\$0.00
Maintenance, yearly, fire extinguisher, as per specifications					
2	93634	EA	\$1.0300	0.0000	\$0.00
Conductivity test, yearly, carbon dioxide hose assemblies, as per specifications					
3	93634	EA	\$12.3500	0.0000	\$0.00
Maintenance, six year, fire extinguisher, as per specification					
4	93634	EA	\$10.2900	0.0000	\$0.00
Hydrostatic testing, fire extinguisher, as per specifications					
5	93634	LB	\$20.5800	0.0000	\$0.00
Recharging halon, fire extinguisher, as per specifications					
6	93634	EA	\$18.5200	0.0000	\$0.00
Recharging, carbon dioxide, fire extinguisher, as per specifications					
7	93634	EA	\$8.2300	0.0000	\$0.00
Recharging, water extinguisher, fire extinguisher, as per specifications					
8	93634	EA	\$20.5800	0.0000	\$0.00
Recharging wetting agent extinguisher, fire extinguisher, as per specifications					
9	93634	EA	\$20.5800	0.0000	\$0.00
Recharging, AFFF agent extinguisher, fire extinguisher, as per specifications					
10	93634	EA	\$20.5800	0.0000	\$0.00
Recharging, FFFP agent extinguisher, fire extinguisher, as per specifications					
11	93634	EA	\$10.2900	0.0000	\$0.00
Recharging, dry chemical or powder, fire extinguisher, as per specifications					
12	93634	EA	\$20.5800	0.0000	\$0.00
Recharging, wet chemical, fire extinguisher, as per specifications					
13	93634	EA	\$1.1800	0.0000	\$0.00
Extinguishing agent, new, for fire extinguishers or automatic fire estinguishing systems, cost plus markup multiplier, as per specifications					

**MASTER AGREEMENT**Document ID: 00001815  
Vendor: VC004851

Version: 6

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	93634	MULT	\$1.1800	0.0000	\$0.00
Parts, repair, cost plus markup multiplier, as per specifications					
15	93634	MULT	\$1.1800	0.0000	\$0.00
Fire extinguishers, new equipment, cost plus markup multiplier, as per specifications					
16	93634	EA	\$102.9000	0.0000	\$0.00
Maintenance, semi-annual, automatic fire extinguishing systems, as per specifications					
17	93634	EA	\$28.8100	0.0000	\$0.00
Hydrostatic testing, automatic fire extinguishing systems, as per specifications					
18	93634	EA	\$77.1800	0.0000	\$0.00
Recharging, automatic fire extinguishing systems, as per specifications					
19	93634	EA	\$1.1800	0.0000	\$0.00
Parts, repair, automatic fire extinguishing systems, cost plus markup multiplier, as per specifications					
20	93634	EA	\$66.8900	0.0000	\$0.00
Labor, repair, automatic fire extinguishing systems, per hour, for work performed outside of normal work hours (5:00 PM - 7:00 AM, M-F, holidays, & weekends, as per specifications					
21	93634		\$0.0000	0.0000	\$0.00
Fire extinguisher maintenance, blanket encumbrance, for purchase of commodity numbers listed on the contract					

Renewal Period No: 1  
Renewal Period No: 2  
Renewal Period No: 3  
Renewal Period No: 4Renewal Begin Date: 03/21/12  
Renewal Begin Date: 03/21/13  
Renewal Begin Date: 03/21/14  
Renewal Begin Date: 03/21/15Renewal End Date: 03/20/13  
Renewal End Date: 03/20/14  
Renewal End Date: 03/20/15  
Renewal End Date: 03/20/16

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



**REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**Due Date: 02/08/16, Time: 3:00 PM**

**Pre-Bid Conference: 01/26/16, Time: 10:00 AM**

**BRIAN MOHNEY, ASSOCIATE BUYER  
PHONE: 410-887-3243  
EMAIL: [bmohney@baltimorecountymd.gov](mailto:bmohney@baltimorecountymd.gov)**

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

**BIDDER CHECK LIST**

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

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

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

**1. Instructions, Forms and Specifications**

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

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

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

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

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

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

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

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

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

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

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

**2. Award of Solicitations**

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

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

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

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

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

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

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

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

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

### **3. Reservations**

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

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

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

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

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

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

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations

imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

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

### **4. Delivery**

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

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

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

### **5. Competition**

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality

and type, and for no other purpose unless otherwise stated in the solicitation.

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

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

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

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

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

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

## **6. Terminations**

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

rendered or goods delivered up to the date of termination set forth in the written notice.

### **6.2 Termination for Default:**

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

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

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

## **7. Hold Harmless – Indemnification**

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

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



rights, or intellectual property rights in connection with the contract.

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

**8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice:** Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

## **9. Authority**

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

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

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

**10. HIPAA:** The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and

shall execute a Business Associate Agreement as may be required by the County.

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

## **12. Terms of Contract**

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

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

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

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

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

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

**16. No Waiver, Etc.:** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

## **17. Maryland Registration / Qualification Requirements:**

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

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

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

## **18. Eligibility of Candidates for Employment:**

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

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

## **19. Warranty:**

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

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

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

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

## **20. American Manufactured Goods Required for Public Works:**

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

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

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

**BALTIMORE COUNTY, MARYLAND  
PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

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

#### H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

#### I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (Insert State Name) \_\_\_\_\_ (Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor), that it is / is not registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it is / is not in good standing in the State of Maryland, and that it has / has not filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

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

\_\_\_\_\_  
(If none, so state).

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

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

#### K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

#### **L. FOREIGN CONTRACTS DISCLOSURES**

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
  - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
  - b. If the services under the contract are anticipated to be performed outside the United States;
  - c. Where the services will be performed; and
  - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose.
  - [ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
  - [ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
    - i. The services will be performed in the following location: \_\_\_\_\_
    - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

#### **M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

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

#### **N. ACKNOWLEDGMENT**

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

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

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

By: \_\_\_\_\_

Name:

Title:

(Authorized Representative and Affiant)

**"PRIME" CONTRACTOR  
MINORITY INFORMATION**

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

**A. AUTHORIZED REPRESENTATIVE**

I am the [title] \_\_\_\_\_ of [business] \_\_\_\_\_  
\_\_\_\_\_ (the "Business").

**B. DEFINITIONS**

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

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

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

**C. INFORMATION REGARDING MINORITY STATUS**

☐ The Business is a certified MBE \_\_\_\_ or WBE \_\_\_\_

☐ Maryland State Department of Transportation (MDOT) # \_\_\_\_\_

☐ City of Baltimore # \_\_\_\_\_

☐ Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

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

_____ African American	_____ Hispanic American	_____ Caucasian
_____ Asian American	_____ Native American	_____ Other

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

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

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

By: \_\_\_\_\_

Name:

Title:

(Authorized Representative)



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

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

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

**SIDE 1**

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

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

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

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

E-mail address

Taxpayer Identification Number (TIN)

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

**Social Security Number**

OR

**Employer Identification Number**

☐ **CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

☐ **CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:**

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

☐ Individual
 ☐ Sole Proprietor

☐ Corporation
 ☐ Partnership

☐ Other: (explain)

**CERTIFICATION:**

Under penalties of perjury, I certify that:

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

Signature of U.S. Person

Date

## SIDE 2

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

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

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

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

<b>Incorporation</b>	
Incorporation State: _____ OR Date Business Started ____ / ____ / ____	

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



## BALTIMORE COUNTY, MARYLAND

### INSURANCE PROVISIONS

#### 1. GENERAL REQUIREMENTS

##### 1.1 Coverages Required:

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

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

##### 1.2 Verification of Insurance:

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

##### 1.3 Baltimore County, Maryland as Additional Insured:

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

##### 1.4 Contractor's/Vendor's Responsibility:

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

##### 1.5 Failure to Provide Insurance:

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

#### 2. INSURANCE COVERAGES

##### 2.1 General Liability Insurance

###### 2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

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

###### 2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

###### 2.1.4 Damages not to be Excluded:

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

##### 2.2 Automobile Liability Insurance

###### 2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability  
Combined Single Limit - \$500,000  
any one accident

###### 2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

##### 2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$500,000 each employee

##### 2.4 Other

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

## **BALTIMORE COUNTY, MARYLAND** **MBE/WBE PARTICIPATION SUMMARY**

**Executive Order:** Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

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

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

### **APPROVED MBE/WBE LISTINGS**

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

1. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):  
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):  
[http://mbe.mdot.state.md.us/directory/search\\_select.asp](http://mbe.mdot.state.md.us/directory/search_select.asp)
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:  
<http://cityservices.baltimorecity.gov/mwbool/>

### **BIDDER'S ACTIONS**

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

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

**Information to be Supplied:** All bidders shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
2. The following forms shall be completed and submitted
  - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**): from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require MBE/WBE approved and certified by the Maryland Department of Transportation Certification Committee);
  - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
  - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
  - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
  -
3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
  4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

### RECORDS AND REPORTS

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

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

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

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

### DETERMINATION OF BID RESPONSIVENESS

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

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

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

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

**Bid Rejection/Liquidated Damages/Contract Breach:** For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

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

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

**Other:** If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresenting information, the contractor may be declared in breach of the contract and/or the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.

# PROSPECTIVE BIDDERS

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

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

**NOTE:** *All Forms must be completed and signed. However, FORM C-1 **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

**OR**

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
  - a. If you are requesting a **partial waiver**, complete and sign FORM A, FORM B and FORM C to identify the portion of the goal that will be met. In addition, complete and sign FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved.
  - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM D and FORM E **accompanied with all supporting documentation**.

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

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

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

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

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

\* \* \* \* \*

I acknowledge the overall goal of \_\_\_\_\_% for certified MBE- and WBE-owned businesses.

or to be split as:

- \_\_\_\_\_% for certified MBE-owned businesses and
- \_\_\_\_\_% for certified WBE-owned businesses

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

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

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

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

**or**

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

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

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

**or**

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

I request a full waiver.



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

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

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.
- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
  - (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
  - (II) Copies of solicitation documentation to all potential subcontractors, including:
    - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
    - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Date

# BALTIMORE COUNTY, MARYLAND

## MBE/WBE PARTICIPATION SCHEDULE

### (FORM B)

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

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

**PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT**

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

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

**BALTIMORE COUNTY, MARYLAND  
MBE/WBE DISCLOSURE AND PARTICIPATION STATEMENT  
(FORM C)**

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

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

Contract Name and Description: \_\_\_\_\_

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

Name of MBE/WBE Subcontractor: \_\_\_\_\_

☐ MDOT ☐ Baltimore City # \_\_\_\_\_  
 Certification Number

1. Work/Services to be performed by MBE/WBE Subcontractor: \_\_\_\_\_

2. Subcontract Amount: \$ \_\_\_\_\_

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

4. MBE/WBE Anticipated Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

5. This MBE/WBE subcontract is \_\_\_\_\_ percent of the County contract cost:

6. This is a MBE-Owned Business Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

7. This is a WBE-Owned Business Firm: Yes ☐ No ☒

\*\*\*\*\*

The undersigned MBE/WBE subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Baltimore County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Prime Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on the \_\_\_\_\_ contract.

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

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

\_\_\_\_\_  
Signature of Minority Firms MBE/WBE Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDOT/Baltimore City Certification #

\_\_\_\_\_  
Telephone #

**3. PRIME CONTRACTOR SIGNATURE AND CERTIFICATION**

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

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:
  
  
  
  
  
  
  
  
  
  
2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).
  
  
  
  
  
  
  
  
  
  
3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

\_\_\_\_\_  
Signature – Bidder Offeror

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Date

## ***BID REPLY LABEL***

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

<b>REQUEST FOR BID</b>	
<b>NO. B-962 02/08/16, 3:00 PM FIRE EXTINGUISHER MAINTENANCE</b>	
<b>TO:</b>	<b>BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665</b>

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**GENERAL CONDITIONS**

**1. SCOPE OF WORK**

1.1 In general, the scope of this contract shall be to furnish all inspections, testing, labor, materials, tools, equipment, and supervision for the maintenance, repair, and new installation of fire extinguishers, fire extinguisher cabinets and fire suppression systems, which may be required during the period of time covered by this agreement, for various locations throughout Baltimore County and as designated in Attachment A. The quantities shown are approximate and are for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this contract.

1.1.1 Attachments C, D, and E are provided as a guide to which agency is responsible for which extinguishers. Any testing and inspections needed for locations in Attachment E require specific coordination with the agency contact person, as well as an escort. When in doubt as to who is responsible for a specific location, check first with John Messler at 410-887-6233 or 443-824-7559. If he is not available, call the Buyer.

Testing and inspection of extinguishers for locations in Attachment D will be coordinated by the agency contact person.

1.2 The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work. A detailed monthly list of sites to be inspected shall be provided to John Messler, Facilities Inspector, prior to that months' inspection.

**2. TERM OF AGREEMENT.**

2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.

2.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.

2.3 The vendor/contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

**3. METHOD OF AWARD.**

3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.



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

5. **COOPERATIVE PURCHASE.**

- 5.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 5.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

6. **MULTI-AGENCY PROCUREMENT.**

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

7. **ESCALATION.**

- 7.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 7.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 7.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

8. **CONTRACTOR QUALIFICATIONS.**

- 8.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 8.2 Bidders/Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- 8.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and

facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

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

- 9.1 With regard to this contract, the requesting agency contact person noted in Attachment A or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the agency contact person or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 9.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the agency contact person prior to beginning work at 410-887-6233.
- 9.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- 9.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
- 9.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Property Management Division or the appropriate agency contact person for explanation of procedures.
- 9.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies.

10. **GUARANTEE.** All materials furnished and installed under this contract shall be guaranteed for a period of one (1) year against any and all defects in material, workmanship, and installation from the date of acceptance of the system by Baltimore County.

11. **INQUIRIES.** Any inquiries relative to this bid should be directed to Brian Mohny, the Buyer, at 410-887-3243.

**12. CONTRACT APPROVAL.**

- 12.1 The Baltimore County Council must approve and sign the contract resulting from this solicitation. This process typically takes six weeks from the date the successful contractor is identified. In order to keep the procurement moving, a sample standard contract is available for review at [www.baltimorecountymd.gov/purchasing/currentsolicitations](http://www.baltimorecountymd.gov/purchasing/currentsolicitations). Exceptions, if any, to the County's standard contract must be noted in your proposal submission to be considered during evaluation of the bids or proposals. Exceptions to the County's standard contract may result in rejection of your bid or proposal.

12.2 Do not fill in or sign the sample contract. The County will prepare a formal contract specific to this solicitation for execution by the successful contractor.

13. **DELIVERY ORDERS.** The County reserves the right to solicit bids on the open market when the Contractor's proposal for any work is \$25,000.00 or greater. For proposals under \$25,000.00, if approved by the Purchasing Agent, or their authorized representatives, the Contractor will be issued a Delivery Order against the original contract.

14. **INSURANCE.**

14.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

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

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

15. **INVOICES.**

15.1 **Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure.** Daily work tickets verifying this information must accompany all invoices. Separate invoices should be submitted for each agency serviced, as noted in Attachment A, Section 12. Authorization to pay invoices will be given by the agency contact person, or his authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Budget & Finance, Disbursements Section, Historic Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later.** Under no circumstances will interest be paid.

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

15.2.1 Defective work not remedied.

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

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

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

15.2.5 Damage to another Contractor.

15.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

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

17. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **5%**.

17.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.

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

17.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

17.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe) under MWBE directory/Vendor Compliance. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Damon Hughes at 410-887-3407.

18. **"SAMPLE" FORM CONTRACT.**

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

- 18.2 If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 18.3 All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

**19. ELECTRONIC VERSION SUBMITTAL.**

- 19.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE**

**SPECIFICATIONS**

1. **SCOPE.** The scope of work under this contract is to test, maintain, repair, refill, provide new, and or install fire extinguishers and fire suppression systems as noted in this specification and Attachments A and B. Specific requirements are shown in Attachment A.
2. **PRE-BID CONFERENCE.**
  - 2.1 A pre-bid conference will be held on Tuesday, January 26, 2016 at 10:00 a.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
  - 2.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).
3. **DELIVERY, INSTALLATION, INTERRUPTIONS, PROPERTY PROTECTION.**
  - 3.1 All work must be performed between the hours of 8:00 a.m. and 5:00 p.m. It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the work area as specified by the County.
  - 3.2 All work can be accomplished during the weekdays Monday through Friday excluding County holidays:

New Year's Day	Columbus Day
MLK, Jr. Birthday	General Election Day (each even year)
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	
  - 3.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency as noted in Attachment A.
  - 3.4 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the Project Manager, or his designated representative, at 410-887-6233.
  - 3.5 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. During all phases of the work, the Contractor shall make proper use of scaffolding, rigging, and related equipment particularly during the actual work.

3.6 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

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

The Contractor shall report to the work site within twenty-four (24) hours of written or verbal notification of the Project Manager, or his designated representative. If the Project Manager, or designated representative indicates that the work to be performed is an emergency, the Contractor shall report to the work site within two (2) hours.

5. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.
6. **UTILITIES.** Baltimore County shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's' expense. Planned interruptions under this contract shall be coordinated with the agency contact person, or his authorized representative, for approval prior to use on any job under this contract.
7. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.
8. **WARRANTY AND SERVICE.** The Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.
9. **ORDERS AND INSTALLATION**

- 9.1 Orders will be placed using Delivery Orders for such quantities as to satisfy normal requirements of Baltimore County. The County does not guarantee any specific quantities or number of installations that will be made during the term of this contract. All inspections will be scheduled by the agency contact person or designated representative, to ensure timely compliance with required annual testing under NFPA Codes, latest edition. If the Contractor is unable to supply requested services within the designated allowed time, due to factory delay, strike or any unforeseen circumstances, the Contractor must notify the Buyer, Brian Mohny, Purchasing Division, Historic Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204, 410-887-3243 of the delay and anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.

- 9.2 Occasionally, the Property Management Division may request installation work to be performed. Any materials included in the installation must be approved by the Project Manager or his designated representative. Accompanying their invoices the Contractors must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs.

10. **MATERIALS.** See Attachment B, Measure and Payment.

11. **INSTALLATION.** All installation work must be in compliance with all manufacturer's recommendations and all State, County and local building codes not specifically listed, latest edition.

12. **CODES.**

12.1 All materials and work shall comply with the following requirements:

12.1.1 All Baltimore County codes and regulations, latest edition

12.1.2 NFPA                      National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02169  
617-770-3000

12.1.3 MDOT                    Maryland Department of Transportation  
7201 Corporate Center Drive  
P.O. Box 548  
Hanover, MD 21076  
888-865-1000

12.1.4 MOSHA                Maryland Occupational Safety and Health Administration  
Department of Labor, Licensing and Regulations (DLLR)  
500 N. Calvert Street, #401  
Baltimore, MD 21202  
410-230-6001

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



**ATTACHMENT A**  
**FIRE EXTINGUISHER MAINTENANCE**  
**SPECIFICATIONS**

**1. NFPA-10, 17 AND 17A.**

All work done under this contract shall be according to NFPA 10, 17 and 17A latest editions.

**2. LICENSING REQUIREMENTS.**

All vendor/contractors providing services under this contract are to be in good standing and licensed by the Baltimore County Department of Permits and Licenses, and approved by the Fire Marshall (in accordance with Baltimore County Fire Prevention Code, Section 517). **A current copy of the contractor's license must be submitted with the bid.**

**3. BID SUBMITTAL – LICENSES.**

The bidders shall submit, with the bid, a copy of the current license for the business that will be performing subcontracting work for the County under this contract. Copies of the contractor's and subcontractor's licenses will be sent to the Fire Marshall's Office and retained in the contract file.

**4. AUTHORIZATION FOR SERVICES.**

In general, a building's occupants do not have the authority to authorize services or purchases under this contract. If a request is made, contact the appropriate agency contact person for instructions.

- For Property Management, John Messler, 410-887-6233
- For EOM (Equipment Operations & Maintenance), Gary Jones 410-887-8314 – heavy equipment
- For VOM (Vehicle Operations & Maintenance), John Wagner 410-887-3928
- For the Fire Department, Paula Gibson, 410-887-4528
- For Utilities, Lana Kyger or Kathy Piccinini, 410-887-1885
- For Electronic Services, John Uematsu, 410-887-1878

No one can authorize additional services or purchases under this contract number that are not specifically listed on this contract other than the Purchasing Agent. Vendor shall call the Buyer, Brian Mohny, 410-887-3243 regarding any changes to the contract or line items.

- 4.1 Volunteer Fire Department Procurement. The vendor of this contract shall extend the same prices, terms and conditions to all Baltimore County Volunteer Fire Departments requiring these commodities and/or services. Any additional charges for deliveries to Volunteer companies must be negotiated with the individual companies. Baltimore County Fire Department and the Office of Budget and Finance are not responsible for payment of invoices for the Volunteer Fire Departments. All purchase and payment transactions will be made directly between the vendor and the Volunteer Fire Departments.

**5. SERVICE DEFINITIONS.**

Maintenance (yearly), Six-Year-Maintenance, Recharging, and Hydrostatic Testing for fire extinguishers shall all be as defined in NFPA 10 (latest edition), Chapters 4 & 5. Maintenance (yearly) for the purpose of this contract shall also include the procedures detailed in NFPA 10

(latest edition, section 4.3) for monthly inspection. Semiannual Maintenance, Recharging and Hydrostatic Testing for Chemical Extinguishing Systems shall all be as defined in NFPA 17 & 17A.

**6. SERVICE DEFINITIONS – CARBON DIOXIDE EXTINGUISHER.**

Maintenance for carbon dioxide extinguishers shall exclude the conductivity test on the hose assembly. The conductivity test shall be billed separately.

**7. PARTS, NON-BILLABLE.**

All services are to include all necessary parts, materials, or components to complete the required service as detailed in NFPA 10, 17 & 17A (latest editions). This includes, but is not limited to: tamper seals, HMIS labels, service tags, verification of service collars, metallic labels, warning labels, O-rings, valve stems and reusable recharge agents.

**8. PARTS, BILLABLE.**

Any parts, materials, or components that are missing or damaged due to use of the equipment, vandalism, theft, etc. and are not the responsibility of the vendor under NFPA 10, 17 & 17A (latest editions) may be billed separately under the appropriate billing line. Parts that are required for the service (detailed in section 7 above) are to be included in the unit cost for the service. A price list for replacement parts will be provided to the Buyer prior to the start of work under the contract.

**9. DETERMINATION OF SERVICE REQUIRED.**

It shall be the responsibility of the vendor to determine what maintenance or service is required and appropriate for each fire extinguisher, and to maintain the necessary record keeping as detailed in NFPA 10 (latest edition).

**10. SERVICE ONSITE, LOANER EXTINGUISHERS.**

All extinguishers and systems are to be serviced on site if possible. In the event an extinguisher must be removed from service, it shall be replaced temporarily with a fully charged and operable fire extinguisher suitable for the type of hazard being protected, and shall be of at least equal rating.

**11. IRREPARABLE UNITS.**

If, in the vendor's opinion, a fire extinguisher should be taken permanently out of service, a temporary replacement shall be provided as detailed in #4 above. The vendor shall then notify the appropriate (billing) agency, to arrange for a permanent replacement.

**12. AGENCY TO INVOICE.**

Separate invoices are to be submitted by Agency and Building/Address. For example: when servicing 12200 Long Green Pike in Glen Arm, Maryland, the fire extinguishers mounted on the walls of the building are the responsibility of and shall be invoiced to Property Management (the Agency), whereas fire extinguishers from vehicles (which may be found grouped together in one spot on the floor) are the responsibility of and will be invoiced to the appropriate agency (Fire, Utilities, or Highways).

**All invoices are to be mailed to Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204.**

It shall be the vendors responsibility to determine which agency is to be charged for service on which fire extinguishers. In general, extinguishers mounted on the building or are clearly for building and building contents protection (such as Halon extinguishers) are billed to Property Management. Extinguishers for vehicles found and serviced at various locations, are to be billed to the Agency occupying that location (including Highways, Utilities, Vehicle Operations and Maintenance, and Fire Department). The contact person for each agency to be billed will be able to provide the vendor with jurisdiction information. The Library and Public School systems are not covered under this contract.

**13. PROHIBITED BILLING PRACTICES.**

- Vendors are prohibited from any form of minimum billing.
- Vendors are prohibited from using this contract number or the resulting purchase order numbers related to this contract in billing for any commodity or service that is not covered specifically under this contract.

**14. INVOICE DESIGN.**

Invoices shall include the following information:

- Vendors name, address and phone numbers
- The Contract number
- The Delivery or Purchase Order number to be charged
- The Agency to be billed
- The address/building name
- The contract line item number of the item being billed
- # of each item and unit cost
- Date of Service
- Full name of the service technician
- Notes regarding any problems or discrepancies found. The Contractor shall indicate the recommended method for remedy (repair or replacement), and notify the Project Manager, or his designated representative.
- Location diagram of the fire extinguisher(s) inspected.
- A facility extinguisher list shall be provided to the County, noting the make, type, size, installation or build year, and the year due for the hydro test on each invoice.
- Name of Baltimore County escort and agency.

Invoices containing service for more than one (1) agency, charges other than those authorized under this contract, or missing information required under this section will be **returned to the vendor unpaid.**

Under no circumstances will the County be liable for services or purchases invoiced that are not authorized under a specific Contract and Delivery or Purchase Order.

**15. REPORTS.**

Semi-annual reports shall be provided by the vendor separately to each participating agency at the address listed on the Delivery Order. The report shall include the following:

- Vendors name, address and phone numbers
- The agency the report covers (only one agency per report)
- Dates of service this report covers
- The Contract number

- The Delivery or Purchase Order number (or numbers, if multiple purchase orders were issued during the 6 month period covered by the report)
- By Building name/address:
- Number of units serviced per contract line #
- Total billed during the period for all contract service lines
- Total billed for billable parts
- Numbers of units replaced by type and size
- Total billed for replaced units
- Grand total billed per building for this agency
- Grand Total billed for this agency
- Summary of problems encountered either by building or in general (whichever is appropriate) and suggestions for future service/replacement.

Copies of the reports are to be sent to:

Purchasing  
400 Washington Avenue, Room 148  
Towson, Maryland 21204

Fire Marshall's Office  
700 E. Joppa Road  
Towson, Maryland 21286

Property Management Division  
12200A Long Green Pike  
Glen Arm, Maryland 21057

## ATTACHMENT B

### FIRE EXTINGUISHER MAINTENANCE

#### MEASURE & PAYMENT

1. **Maintenance, Yearly – Fire Extinguisher**, per NFPA 10, with focus on sections 4-1, 4-2.2, 4-3.3, 4-4.1, 4-4.2 & 4-4.4. To include all labor, equipment, parts and materials including, but not limited to tags and tamper seals that are routinely needed to complete yearly maintenance. This line item is to be charged to the County only if no other maintenance or service is done to the specific unit (with the exception of conductivity testing on CO2 hose assemblies.)
2. **Conductivity Test, yearly – Carbon Dioxide Hose Assemblies**, per NFPA 10 with focus on sections 4-1, & 4-4.1.2. To include all labor, equipment, parts and materials including but not limited to metallic labels that are routinely needed to complete the conductivity test.
3. **Maintenance, Six-year – Fire Extinguisher**, per NFPA 10 with focus on sections 4-1, 4-2.2, 4-4.3, & 4-4.4. To include all labor, equipment, parts and materials including but not limited to tags and tamper seals that are routinely needed to complete the six-year maintenance. A closed recovery system is to be used to empty the extinguisher, and the extinguishing agent is to be tested for contamination and saved for reuse if possible. This item is to also include all procedures included in the yearly maintenance. Recharging after successful maintenance to be billed separately.
4. **Hydrostatic Testing – Fire Extinguisher**, per NFPA 10 with focus on sections 4.1, & 5. To include all labor, equipment, parts and materials including but not limited to tags and tamper seals that are routinely needed to complete a hydrostatic test. A closed recovery system is to be used to empty the extinguisher, and the extinguishing agent is to be tested for contamination and saved for reuse if possible. This item is to also include all procedures included in the yearly and six-year maintenance. Hydrostatic testing of hose assemblies are to be included in the bid price with the fire extinguisher. Recharging after successful hydrostatic testing to be billed separately.
- 5 - 12. **Recharging – Fire Extinguisher**, per NFPA 10 with focus on sections 4.1, 4-2.3 & 4-5. To include all labor, equipment, parts, and materials (with the sole exception of replacement extinguishing agent which may be billed separately) including, but not limited to tags, seals, O-rings, valve stems and pressurizing gases that are routinely required to recharge a specific fire extinguisher. Captured extinguishing agent (if not contaminated) is to be reinstalled as part of this bid price. Replacing expelled or contaminated agent is to be billed separately under item 13 on the Price Sheet. The vendor shall be responsible to label each extinguisher with the appropriate agent type from those listed below to allow for cross referencing between vendors invoices and County records.
5. Halon extinguisher
6. CO2 extinguisher
7. Water extinguisher
8. Wetting agent extinguisher
9. AFFF extinguisher
10. FFFP extinguisher
11. Dry Chemical or Powder extinguisher

12. Wet Chemical extinguisher
13. **Extinguishing Agent – New, for Extinguishers or Automatic Fire Extinguishing Systems**, to be billed per pound at cost plus a percent mark-up. Only new, agent replacing that which was expelled or found to be contaminated may be billed. Recovered agent that is reinstalled is not billable.
14. **Parts, Repair – Fire Extinguisher**, for parts that are for non-routine repairs (i.e. parts not necessary for maintenance, hydrostatic testing or recharging). To be billed at cost plus a percent mark-up. Billings under this line item must be itemized, and require specific approval from the Agency contact person. Labor for parts installation is to be included in the mark-up, and may not be billed separately.
15. **Fire Extinguishers, new equipment**, for the purchase of replacement extinguishers on a per-unit as-needed basis. To be billed at cost plus a percent mark-up. Billings require specific approval from the Building Services or appropriate agency contact person. Any shipping and delivery charges are to be included in the mark-up and may not be billed separately.
16. **Maintenance, Semiannual – Automatic Fire Extinguishing Systems**, wet or dry chemical systems, per NFPA 17 with focus on section 9-3 for dry chemical systems, and NFPA 17A with focus on section 5-3 for wet chemical systems. To include all labor, equipment, parts and materials, including but not limited to tags, tamper seals and fusible links (replaced yearly) that are routinely needed to complete semiannual maintenance. Extinguishing agent that needs to be replaced, recharging, hydrostatic testing, and repairs may be billed separately as needed.
17. **Hydrostatic Testing – Automatic Fire Extinguishing Systems**, wet or dry chemical systems, per NFPA 17 with focus on section 9-5 for dry chemical systems, and NFPA 17A with focus on section 5-5 for wet chemical systems. To include all labor, equipment, parts and materials, including but not limited to tags, tamper seals and recharging of the system that is routinely needed to complete hydrostatic testing. Non-routine extinguishing agent that needs to be replaced and repairs may be billed separately. Switching out the existing holding tank with a replacement tank that has recently been hydrostatic tested and recharged is acceptable.
18. **Recharging – Automatic Fire Extinguishing Systems**, wet or dry chemical systems, per NFPA 17 with focus on section 9-4 for dry chemical systems, and NFPA 17A with focus on section 5-4 for wet chemical systems. To include all labor, parts and materials, and reuse of existing chemical agent if appropriate. Contaminated or expelled chemical agent may be replaced and billed under line 13 above.

Additional repair work necessary due to discharge of the system (for example, cleaning of pipes and hoses) shall be billed under the repair parts and labor pay lines (19 & 20 below).

19. **Parts, Repair – Automatic Fire Extinguishing Systems**, for parts that are for non-routine repairs (i.e. parts not necessary for maintenance, hydrostatic testing or recharging). To be billed at cost plus a percent mark-up. Billings under this line item must be itemized, and require specific approval from the Agency contact person. Labor for parts installation is to be included in the mark-up, and may not be billed separately.
20. **Labor, Repair – Automatic Fire Extinguishing Systems**, for fully qualified technicians only (Baltimore County will not pay for Helpers, Laborers, or Trainees). For regular working hours defined as 7AM-5PM Monday through Friday, excluding County Holidays. 5PM-7AM Monday through Friday, Holiday and Weekend labor may be billed at 1.5 times this rate. Travel time shall not be charged. Only verifiable time on site shall be acceptable.

21. **Inspection – Ansul Wet Chem Systems**, to include all labor, equipment, parts and materials needed for inspection and testing of wet chemical fire suppression and hood ventilation systems, per NFPA standards 96 and 17A.
22. **Maintenance, Six-Year – Halotron Halogen Suppression Systems**, to include all labor, equipment, parts and materials needed for inspections and maintenance within applicable UL and NFPA standards.
23. **Hydrotesting and Recharging – Fume Hoods**, to include all labor, equipment, parts and materials needed for the hydrotesting and recharging of fume hoods, within applicable NFPA standards.
24. **Inspection – Wheeled Fire Suppression Systems**, 125 lb., to include all labor, equipment, parts and materials needed for inspection, within applicable UL and NFPA standards.

BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-962  
FIRE EXTINGUISHER MAINTENANCE  
Due Date: 02/08/16, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TAX ID NUMBER (FIN/SS#) \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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

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

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

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

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

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

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

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



**BALTIMORE COUNTY, MARYLAND**  
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PRICE SHEET PAGE 1 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<b>COMMODITY CODE: 936-34</b> Maintenance, yearly, fire extinguisher, as per specifications.	1,750	Each	\$ _____	\$ _____
2	<b>COMMODITY CODE: 936-34</b> Conductivity test, yearly, carbon dioxide hose assemblies, as per specifications.	1,750	Each	\$ _____	\$ _____
3	<b>COMMODITY CODE: 936-34</b> Maintenance, six year, fire extinguisher, as per specifications.	1,052	Each	\$ _____	\$ _____
4	<b>COMMODITY CODE: 936-34</b> Hydrostatic testing, fire extinguisher, as per specifications.	587	Each	\$ _____	\$ _____
5	<b>COMMODITY CODE: 936-34</b> Recharging, Halon, fire extinguisher, as per specifications.	1,300	Lbs	\$ _____	\$ _____
6	<b>COMMODITY CODE: 936-34</b> Recharging, carbon dioxide fire extinguisher, as per specifications.	300	Each	\$ _____	\$ _____
7	<b>COMMODITY CODE: 936-34</b> Recharging, water extinguisher, as per specifications.	100	Each	\$ _____	\$ _____
8	<b>COMMODITY CODE: 936-34</b> Recharging, wetting agent extinguisher, as per specifications.	10	Each	\$ _____	\$ _____
9	<b>COMMODITY CODE: 936-34</b> Recharging, AFFF agent extinguisher, as per specifications.	20	Each	\$ _____	\$ _____
10	<b>COMMODITY CODE: 936-34</b> Recharging, FFFP agent extinguisher, as per specifications.	20	Each	\$ _____	\$ _____
11	<b>COMMODITY CODE: 936-34</b> Recharging, dry chemical or powder, as per specifications.	1,000	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 2 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
12	<b>COMMODITY CODE: 936-34</b> Recharging, wet chemical, as per specifications.	20	Each	\$ _____	\$ _____
13	<b>COMMODITY CODE: 936-34</b> Extinguishing agent, new, for fire extinguishers or automatic fire extinguishing systems, cost plus multiplier, as per specifications.	2,500	Mult	\$1. _____	\$ _____
14	<b>COMMODITY CODE: 936-34</b> Parts, repair, fire extinguisher, cost plus multiplier, as per specifications.	750	Mult	\$ 1.15 _____	\$ 862.50 _____
15	<b>COMMODITY CODE: 936-34</b> Fire extinguisher, new equipment, cost plus multiplier, as per specifications.	2,500	Mult	\$ 1.15 _____	\$ 2,875.00 _____
16	<b>COMMODITY CODE: 936-34</b> Maintenance, semi-annual, automatic fire extinguishing systems, as per specifications.	20	Each	\$ _____	\$ _____
17	<b>COMMODITY CODE: 936-34</b> Hydrostatic testing, automatic fire extinguishing systems, as per specifications.	20	Each	\$ _____	\$ _____
18	<b>COMMODITY CODE: 936-34</b> Recharging, automatic fire extinguishing systems, as per specifications.	20	Each	\$ _____	\$ _____
19	<b>COMMODITY CODE: 936-34</b> Parts, repair, automatic fire extinguishing systems, cost plus multiplier, as per specifications.	500	Mult	\$ 1. _____	\$ _____

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PRICE SHEET PAGE 3 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
20	<b>COMMODITY CODE: 936-34</b> Labor, repair, automatic fire extinguishing systems, per hour, billable at 1.5x rate for 5 pm – 7 am Monday – Friday, Holidays, and weekends, as per specifications.	20	Each	\$ _____	\$ _____
21	<b>COMMODITY CODE: 936-34</b> Inspection, Ansul Wet Chem Systems, as per specifications.	150	Each	\$ _____	\$ _____
22	<b>COMMODITY CODE: 936-34</b> Maintenance, Six-Year, Halotron Halogen Suppression System, as per specifications.	16	Each	\$ _____	\$ _____
23	<b>COMMODITY CODE: 936-34</b> Hydrotesting and Recharging, Fume Hoods, as per specifications.	21	Each	\$ _____	\$ _____
24	<b>COMMODITY CODE: 936-34</b> Inspection, Wheeled Fire Suppression System, 125 lb., as per specifications.	3	Each	\$ _____	\$ _____

**GRAND TOTAL \$ \_\_\_\_\_**

**COMPANY NAME:** \_\_\_\_\_

**FED ID OR SOCIAL SECURITY NO.** \_\_\_\_\_