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SPECIFICATIONS AND BID PROPOSAL FOR:

Road Services for Cars, Trucks and Heavy Equipment

CONTRACT#: B50003073

FORWARD TO: Board of Estimates c/o Comptroller's Office, Room 204, City Hall, 100 North Holliday Street, Baltimore, MD 21202

DATE AND TIME DUE: August 28, 2013 at 11 a.m.

PLEASE NOTE:

Please direct all questions to: Sue Ziegler
Telephone # 410-396-5736

Pre Bid Conference: None

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

**Request for Bids
for
Road Service for Cars, Trucks, and Heavy Equipment**

Solicitation Number: B50003073

Due Date: August 28, 2013 at 11:00 A.M.

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

**Sue Ziegler, CPPO, Procurement Supervisor
Phone: (410) 396-5736
Fax: (410) 396-1822
Email: sue.ziegler@baltimorecity.gov**

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Table of Contents

TOPIC	PAGE
Solicitation	3
Statement of Work	4
Detailed Specifications	14
Submission Instructions	17
General Conditions of Bid, Proposal, and Contract	21
Living Wage Requirement	34
Section B – Bid Documents	B-1

Important Notice to Vendors

Regarding Registration as a Requirement for Bidding

- Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- *Bids submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Solicitation

Scaled bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

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

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

Late submissions will not be accepted.

BID BOND	2% of the total bid. See General Conditions 2.
PERFORMANCE BOND	None.
MINORITY PARTICIPATION REQUIREMENT	5% MBE 0% WBE
PRE-BID MEETING DATE & TIME	None.
DUE DATE & TIME	Wednesday August 28, 2013 at 11:00 A.M. local time.
PUBLIC OPENING DATE & TIME	Wednesday August 28, 2013 at 12 Noon local time.

The Law Department

Timothy M. Krus, CPPO,
City Purchasing Agent

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK

A. It is the purpose of this solicitation to procure the best value for the City of Baltimore and the Mid-Atlantic Purchasing Team (MAPT). MAPT was formed through a Memorandum of Agreement between the Baltimore Regional Purchasing Committee, <http://www.baltometro.org/cooperative-purchasing/cooperative-purchasing>, and the Chief Purchasing Officers Committee <http://www.mwcog.org/purchasing/>. -Participation is in accordance with the specifications and documents herein, for Road Service for cars, trucks and heavy load equipment as listed in the B Section. Membership covers the Maryland, Washington D.C. and Virginia areas.

B. At the present time, the City of Baltimore, and the Anne Arundel County Public Schools are participating in this contract. Other municipalities are free to enter into agreements with the contract as their needs dictate. The dollar amount forecasted to use in one year is \$3,000,000.

C. The City of Baltimore desires to solicit qualified vendors to provide emergency road-side services for cars, light trucks and heavy equipment for the Fleet Management Division for the City of Baltimore.

D. This shall include servicing vehicles weighing less than 10,000 pounds **and** over 10,000 pounds. Bidders can bid on services for Cars & Trucks or for Heavy Equipment or both categories.

E. Services shall include, but not limited to, towing, fuel refill, tire changes, battery re-charging and opening locked vehicle doors when found necessary by the authorized Fleet Management Division personnel.

F. There will be multiple awards to accommodate the volume of the City Fleet.

SW2. TERM OF AGREEMENT

A. This is a requirements solicitation for a period of three years tentatively scheduled to begin October 1, 2013 with a renewal option for two additional two-year periods, exercisable at the sole discretion of the City.

B. The City reserves the right to extend the terms of the contract in 30 days increments, not to exceed 90 days total, with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice to its intent to extend at least 10 days before the contract expires.

SW3. PRICING

A. Bids shall include all labor, material costs, fuel, hazmat fees, any surcharges and all taxes.

B. Unit pricing for tow services for vehicles with a GVWR of 10,000 lbs. and under shall include travel time, location time, hook-up time, all mileage within the City limits, and 15 minutes stand-by time.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

C. Unit pricing for tow services for vehicles with a GVWR of 10,001 lbs. and over shall include travel time, location time, hook-up time, all mileage within the city limits, and 15 minutes stand-by time.

D. Bids for unlocking vehicles, jump starts, changing flat tires (tires will be supplied), and out-of-fuel calls shall include the cost of travel time to the scene and the time to perform the services requested. On an out-of-fuel call(s) include the cost of five (5) gallons of fuel (gasoline or diesel) and all taxes.

E. Prices for winching services shall include the cost of travel time to the scene, the use of one hundred (100) feet of cable and one (1) hour stand-by time.

F. All price quotes shall be exclusive of any Federal, Maryland State, or Baltimore City taxes.

G. The Contractor guarantees that as a certified contractor, and by entering this agreement, agrees not to sell to any other governmental agency at a lower cost than specified on this contract. If lower costs are offered to other governmental agencies for the same service, then those same lower costs will be offered to the City and the BRCPC participants and the agreement modified to reflect this lower price.

SW4. PRICE ESCALATION

A. The Contractors may request price adjustments not more than ninety or less than sixty days prior to the end of the first year of the contract, and for any subsequent twelve month contract period.

B. Price increases will not be considered before the end of the first year of the three year agreement.

C. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the vendor and concurred with by the City.

D. Price increases will only be allowed on a pass-through basis. A minimum of sixty (60) calendar days advance written notice of a price increase is required.

E. The Contractor will be required to provide sufficient documentation to justify the requested increase(s) which shall not produce a higher profit margin than that established in the original contract pricing.

F. The City will determine the acceptability of sources. Acceptance of a request will be at the sole discretion of the City Purchasing Agent.

G. Adjustment to pricing shall be the result of an increase at the manufacturer's level, incurred after contract commencement date clearly identifying the items impacted by the increase, and be accompanied by documentation acceptable to the City to be sufficient to warrant the increase.

H. The City will use the US Bureau of Labor Statistics, Employment Cost Index for all workers, series ID CIU101000000000A to monitor any such price adjustment requests for reasonableness.

I. The Employment Cost Index for the first half of 2013 is 119. and will be used as the base.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

J. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

K. Approved price changes will be put into effect through a Change Order to the purchase order.

L. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.

M. Any De-escalation in the market may be asked for by the City and will be handled the same way as above.

SW5. MBE/WBE REQUIREMENTS.

A. Participation goals have been set at 5% for MBE and 0% for WBE.

B. All MBE/WBE pages in Section B must be included with the bid submission.

C. See bid pages for details.

SW6. QUANTITIES

A. The City of Baltimore reserves the right to select multiple vendors to accommodate geographical location.

B. The City reserves the right to add additional contractors to the contract as long as they meet the criteria established in this solicitation, the vendor has the vehicles and equipment required, there is a need for more contractors to provide towing services due to speedy turnaround times not being met, or a vendor on the qualified list being expelled, or a dramatic increase in volume of vehicles needing to be serviced.

C. Actual requirements ordered may be more or less than those estimated herein. The quantity stated is given as a general guide for bidding and is not a guaranteed amount but represents the best estimate of the City.

SW7. BID GUARANTEE

A. In accordance with paragraph GC2.

B. Bids must be accompanied by a certified check, cashier's check, treasurer's check, U.S. Postal Money Order, or a bid bond

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

D. The bid *guarantee must be submitted with the bid.*

E. Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.

F. Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

SW8. PERFORMANCE GUARANTEE. None required.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

SW9. INSURANCE REQUIREMENTS. Please refer to page B-10 for requirements and submission of Certificate of Insurance.

SW10. SUBMISSION TERMS.

All bid submissions shall remain good for a period of not less than 90 days following bid/proposal opening.

SW11. CONTRACTOR RESPONSIBILITIES

A. Bidders shall be fully licensed, and certified as applicable by existing Federal, State and Local mandates pertaining to towing services.

B. Documentation shall be submitted to prove compliance.

C. No documentation or incomplete documentation can lead to a determination of the bidder being non-responsive and therefore not able to be evaluated further.

SW12. CITY RESPONSIBILITIES

To properly order services under this solicitation/contract, oversee the service and inspect and approve the services delivered, and review and approve invoices for the payment process.

SW13. MINIMUM BIDDER QUALIFICATIONS

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

B. Failure to submit documentation required for this solicitation shall result in being non-responsive, and no further evaluation will be made.

C. Bidders must be fully licensed to perform the services. This includes occupational license(s) and any other licenses needed to provide towing and storage for the City of Baltimore, as outlined in this solicitation, such as licenses to tow from the public right-of-way.

D. Towing licenses to tow from private property exclusively are not acceptable.

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

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

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

H. Written verification that a towing agency has been located at the bidder's location submitted in this proposal for an entire year must be provided (Certificate of Use, Occupational License, lease etc.) if a firm has moved from one address to another in the past year, that will be acceptable, however, verification of its past and present location, regardless of the number of locations, must be provided to meet the minimum one (1) year requirement.

I. The Qualification Committee, or member(s) thereof, may conduct a site visit to Bidder's facility to verify compliance with this requirement.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

K. Bidder(s) must maintain at all times during the term of the contract, a telephone number available on a twenty-four (24) hour basis for incoming City of Baltimore calls, and in addition to such other telephones as are necessary to provide twenty-four (24) hour service to the public. (no answering service, answering machine or recorded message will be accepted) The Qualification Committee, or member(s) thereof, may conduct a site visit to a Bidders facility to verify compliance with this requirement.

L. Bidders must have a minimum of 6 employees per shift and a minimum of 3 after midnight, weekends and holidays.

M. Bidder(s) shall be in sound financial condition and shall not have conflicts of interest which may be of embarrassment to the City.

N. The City requires towing of vehicles to selected City locations, some county locations and on occasion long distance, such as Ocean City.

SW14. BIDDER RESPONSIBILITIES

A. Bidder shall submit with his Response a copy of the current valid vehicle registration for each piece of equipment to be used, or evidence of ownership or possession of first party leases for vehicles and equipment if the vehicle registration will not provide that proof.

B. Each Bidder will be reviewed to determine if his bid is responsive to the submission requirements outlined in the Solicitation. A "responsive" Bidder is one which follows the requirements of the solicitation, includes all of the solicitation pages required, includes all documentation requested, is submitted in the format outlined in the solicitation, and is of timely submission, and has appropriate signatures as required on each document.

C. Failure to comply with these requirements shall deem a bidder non-responsive.

D. A responsible Bidder is one that has the capability in all respects to fully perform the requirements set forth in the bid, and that has the integrity and reliability, which will assume good faith performance.

SW15. DELIVERY REQUIREMENTS

A. Contractor shall be "on call" 24/7.

B. Upon the request of the Fleet Management Division, the Contractor shall drive to the specified location with the proper vehicle and equipment for the service required.

C. At times the Contractor may be needed to tow the vehicle to the Fleet Management Division's Central Garage or another City location.

D. Contractor will travel directly to the location and leave the proper paperwork.

SW16. REPORTING REQUIREMENTS

A. Vendors shall maintain written records of all vehicles serviced.

B. No later than September 1 of each year, all Contractors will furnish an annual report summarizing the repairs for the fiscal year that ended preceding June 30th. The report shall contain a list of all towing calls by date with vehicle number and the total cost of each.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

C. Paperwork of previous service may be requested at any time and must be provided within one working day of the request. A fax copy will initially be used, however, if deemed necessary; the original shall be produced for verification purposes.

D. The Contractor shall provide usage reports of all road calls twice a year; one time for the yearly report and the other in January containing the information from July 1st until December 31st of that year.

E. The report shall include a listing of all invoices from the previous 6 months. The invoices shall be listed and grouped by type of service rendered.

Example:

<u>Invoice#</u>	<u>Type of Service</u>	<u>Amount</u>	<u>Date</u>
13496	Towing from Monument St. to Central Garage	\$70.00	7/5/13

A summary of the information of each group of service shall be included.

Example:

<u>Invoice#</u>	<u>Type of Service</u>	<u>Amount</u>
23, 26, 58, 101	Towing Vehicles	\$582.00
1, 8, 22, 115	Flat Tire	\$102.00

SW17. INVOICES AND BILLING

A. All invoices are to be submitted in a timely manner. Invoices that are not submitted in a timely manner will not be processed. A timely manner shall be no later than 15 days from the time of service.

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

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

Accounting & Payroll	Fleet Management Division
401 E .Fayette Street, 5 th floor	3801 E. Biddle Street
Baltimore, MD 21230	Baltimore, MD 21213

D. Mail the original invoice to Accounting and a duplicate to Fleet.

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

- (1) Vehicle number location of vehicle
- (2) Vin number
- (3) Tag number
- (4) Work order number (if available)
- (5) Purchase order number & Release number, if applicable

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

- (6) Date and Time
- (7) Mileage of vehicles
- (8) Destination-Where vehicle was towed to or roadside service that was rendered.
- (9) Signature and date the vehicle was delivered by the vendor. (unless drop box was used).

F. Right to Audit

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

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

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

SW18. COOPERATIVE PURCHASING

A. Since this is a solicitation for the usage of the BRCPC and MAPT members, the prices, terms and conditions of any contract resulting from this solicitation shall be extended to the regional public schools, colleges, libraries the Mid-Atlantic Purchasing Team, (BRCPC+ Washington Metro area) and other governmental entities.

B. Any participating entity will issue its own purchasing documents. Baltimore City assumes no authority, liability or obligation on behalf of these governmental or quasi-governmental bodies. There shall be no obligation on the part of any named entity to utilize the resultant contract. The entities shall have the unilateral right, during the contract period, to contract directly with the vendor to place orders, arrange deliveries, and reconcile discrepancies with invoices and issue payments.

C. The vendor's willingness to participate *is required* for the award of this contract.

SW19. METHOD OF AWARD

A. The City will award to the lowest priced responsive and responsible bidders meeting all requirements and specifications.

B. Geographic location will be reviewed in relation to the ability of an hour response time. It will not be the sole determining factor.

C. The City will weigh the "required submittals" (see p. B-4) to determine the respective "responsive" and "responsible" status of each bidder as part of an award.

D. PASS/FAIL ITEMS. Certain items must be submitted.

- 1) The omission of any of these will result in a failing grade for that vendor, and that vendor will be eliminated from further consideration.
- 2) The Pass/Fail items are the following:
- 3) Documentation showing road service business for a minimum of 3 years.
- 4) Documentation of qualified drivers

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

- 5) Documentation to show that the Bidder has the minimum requirements for equipment.
- 6) References that will show the Bidder's ability to execute a contract of this scope & size.

E. Promptly after award by the Board of Estimates, the successful bidders will receive an Award Notification letter from the City Purchasing Agent. Enclosed will be documents which must be executed and returned to the Bureau of Purchases. A purchase order will be created after receipt of those items.

SW20. EVALUATION

A. The City reserves the right to take whatever action it deems necessary in ascertaining the ability of the bidder to perform work satisfactorily.

B. A Qualification Committee ("Committee") comprised of City staff, will review and evaluate Responses received from prospective Bidders to determine if the Bidder(s) meets the minimum qualifications.

C. All Bidders who meet the minimum qualifications shall be eligible for consideration for contract award.

D. It is the City's intent to award Contracts to multiple qualified Bidders; however, the number may be increased or decreased depending on the number of qualified Bidders. The City reserves the right to take whatever action it deems necessary in ascertaining the ability of the bidder to perform work satisfactorily.

E. It shall be the City's sole discretion to award the contract to any Bidder, based upon that which is in the best interest of the City.

F. In determining whether a bidder is responsible, consideration shall be given to:

1. The quality and performance to be provided by the Bidder.
2. The ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction.
3. The ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay.
4. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
5. The quality of the Bidder's performance on previous purchases by, or contracts with, the City; or with another customer with a fleet (multiple vehicles).

H. All tow truck operators shall have a current valid Maryland Commercial Driver's License, according to the type of vehicle they are operating. Provide a copy of their commercial license and their current valid DOT card with the bid.

I. Should the City determine, at any time during the term of the Contract, that it would be in its best interests, it may allow the addition of other qualified towing firms to be added to the Contract to meet the needs of the City.

J. It shall be the City's sole discretion to do so. Should the City determine a need exists; any towing firm seeking to be added to the Contract must meet all minimum qualification re-

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

quirements stipulated within the solicitation, and be subject to a site and equipment inspection to determine its qualifications for a zone.

K. The City reserves the right to accept or reject any or all responses to this solicitation, waive informalities, and request new responses for the services in the described solicitation.

SW21.SUBCONTRACTING. At least 51% of the goods or services specified in this solicitation must be provided by the awardee (i.e., the prime contractor), not by subcontractors.

SW22.EMPLOY BALTIMORE.

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

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

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

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

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

SW23.DISCRIMINATION AGAINST SUBCONTRACTORS. As part of its bid or proposal, Bidder shall provide to the City a list of all instances within the past 5 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

SW24.MISCELLANEOUS

A. The contractual obligation of the MAPT under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

B. The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

C. These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

D. Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.

3 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Detailed Specifications

Where this section differs from the General Conditions, this section shall prevail.)

GENERAL SPECIFICATIONS

: 08/28/13

shall be detailed in

Successful Bidder(s) will be responsible for performing the roadside services necessary to meet minimum safety standards in a safe, neat, and good workmanlike manner using only generally accepted industry practices in carrying out the work, and complying with all federal and state laws, and all codes of the City and the State of Maryland relating to such services.

Contractor must maintain personnel to operate towing equipment twenty-four (24) hours a day, seven (7) days a week, and respond to all calls for service from the Fleet Management Division.

Contractor shall have sufficient personnel to staff the facility Monday through Friday, 8 a.m. to 6 p.m. for the purpose of releasing vehicles to owners, and also agrees to provide special release of vehicles twenty-four (24) hours a day, seven (7) days a week at the request of Fleet Management Division authorized personnel for emergency purposes only.

Contractors shall provide service within the City of Baltimore and rare times there may be outside of the City.

Tow trucks must proceed to the scene immediately after the Towing Agency receives a request from the person making the request by telephone.

Sixty (60) minutes is the maximum allowable response time, however, considering traffic conditions, which could result in delays, should the Towing Agency respond beyond sixty (60) minutes due to traffic conditions, the Towing Agency shall notify the Fleet Management Division, the source of the request, of the estimated time of arrival.

When notified of a call and the vendor *knows* it will be more than one hour, it is required to immediately inform the caller so the caller can make other towing arrangements.

A delayed and unjustified failure of a Towing Agency to respond within sixty (60) minutes of receipt of request shall be deemed to be a demonstrated unwillingness or inability to provide service as herein required, shall be documented by a written warning in the form of a Towing Agency Performance report, and shall be subject to termination of this agreement in the event of a justified failure.

Personnel operating tow trucks shall be qualified and experienced in handling emergencies on the scene, and in going to and from the scene.

Tow truck operators shall have a current valid Maryland Commercial Driver's License for the type of vehicle they are operating.

Truck operators shall comply with all applicable state, county and city regulations at all times.

Warning beacons shall be used at the scene, and when towing vehicles from the scene where the vehicle represents a hazardous condition. Sirens on wreckers are prohibited.

Contractor shall not remove vehicles involved in accidents prior to the arrival of a police unit, or only with the permission of the assigned police unit.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

L. Tow truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic accident to which said operator is responding. This debris shall be placed in a suitable container and removed by the tow truck operator and shall not, in any case, be left at curbside.

M. The Contractor shall use equipment of a type which shall not damage City vehicles towed, and whenever possible, shall be towed on a flat bed.

N. The Contractor shall assume all responsibility for damage done to a vehicle towed, or to be towed, during the performance of the services.

O. The Contractor shall not make repairs to any towed vehicle without the express consent of the Fleet Management Division Chief or Assistant Chief.

P. The Contractor shall remain equipped and shall comply with all requirements set forth in the solicitation throughout the entire term of this Agreement.

Q. The Towing Vendor's office must remain at the location stated by the Towing Service when this contract was awarded, unless specific written approval for a relocation of the office is retained from the Fleet Management Division Assistant Chief.

R. Once the Contractor has been notified that they are not in compliance with the towing contract, they have ten (10) days to bring their company into compliance.

DS2.SPECIAL INSTRUCTIONS

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

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

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

D. Several types of City vehicles are equipped with air bags. Inadvertent release of an air bag due to action of the Contractor's employee will be the responsibility of the Contractor.

E. Normal towing calls will be for vehicles to be towed to the City of Baltimore Fleet Management Division Facility, 3800 E. Biddle Street, unless otherwise instructed.

F. This contract may also include towing of damaged City of Baltimore vehicles to the contracted body shop for repair as requested.

G. The charge to winch is a per vehicle charge and the invoice must list each vehicle for each winching service.

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

DS3.SUBMISSIONS

A. All Bidders must submit documentation to support, explain, and confirm all of the following; the submittals must demonstrate the following:

- (1) Satisfactory evidence that the Bidder has the necessary experience and ability to perform the work in a satisfactory manner and within the time stipulated.
- (2) In addition to Bidder documentation, Fleet Management Division personnel may have a site visit to perform a facility inspection to ensure compliance with the minimum requirements.
- (3) Satisfactory evidence that the Bidder has the skills and experience required to document that they have a satisfactory record of work performed which is the same as work described in this solicitation.
- (4) Satisfactory evidence of the Bidder's certification, has currently operated, or is operating a full service towing operation of the type and to the extent as outlined in these specifications and that the Bidder has successfully conducted such an operation for a period of no less than three (3) years immediately preceding the bid submission date.
- (5) Satisfactory evidence that the vendor owns through purchase or leases all the necessary equipment as specified herein, for each class the bidder is bidding for.
- (6) Bidders shall have a proven record of having provided the services required. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.
- (7) During evaluation, Purchasing may ask for documentation to substantiate information in the bid. This documentation shall be delivered within 2 business days to the Buyer.
- (8) Submit a copy of Good Standing from the Maryland Department of Taxation & assessments.

DS4. MSDS

If a product to be provided to the MAPT contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the purchasing agent. This applies also to any product used by vendor when providing a service to the MAPT.

Submission Instructions

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SM1. BIDDERS MUST BE REGISTERED

B. Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.

C. To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.

D. To register go to www.baltimorecitibuy.org and click on the “Register” link above the log in box.

E. *Bids submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

SM2. SUBMISSION INSTRUCTIONS. This is a One-Step Bid/Proposal process, which may include some limited negotiation. You will find an envelope/package label following this section. All submissions must include the following.

A. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.)

(1) Prepare, and submit using the envelope/package label provided, one complete original Bid/Proposal using 8½” x 11” white bond paper (unless specific forms are provided). Use the bid/proposal documents included in your solicitation package beginning on page B-1 and all pages and forms that follow.

(2) Be sure the original is clearly marked as “Original”. Be sure the original is signed in blue ink (or some color other than black).

(3) The original must be submitted as stapled or otherwise similarly bound document.

B. FOUR DUPLICATES (SUBMIT ALL PAGES IN SECTION B.)

(1) For information and reference purposes. A copy will be available to all Offerors and the general public in the Comptroller’s Office after bids have been opened. Each duplicate must be a stapled or otherwise similarly bound document. Be sure all duplicate copies are clearly marked as “Duplicate.” Failure to provide the required number of complete duplicate copies may result in rejection of your bid/proposal at the City’s sole discretion.

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

(3) **ADDENDA.** Attach signed copies of all Addenda received in connection with this bid.

(4) **BID CHECK OR BID BOND.** If the amount required was stated as a fixed amount (e.g., “\$5000”) include with the Technical Submission. (If the amount required was stated as a percentage of the bid price (e.g., “2% of the total bid”) include with the Price Submission.)

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

(5) Submissions as stipulated in DS3.

C. **PUBLIC ACCESS TO BIDS/PROPOSALS.** By signing and submitting a bid / proposal in response to this solicitation, the offeror acknowledges that all documents, information and data submitted in its bid/proposal shall be treated as public information, unless otherwise identified as instructed below. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the Offeror's documents, information and data to any party requesting same without further permission from the offeror. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

D. **IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION.**

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

F. The outside of your proposal box, package or envelope;

G. The outside front cover of your proposal document including all copies; and

H. On each applicable page of your original and each duplicate copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

I. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential. The City still shall not be responsible for inadvertent disclosure. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

SM3 GENERAL SUBMISSION COMMENTS

J. Preparation and submission of a bid/proposal in response to this Solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed. The "original" bid/proposal shall be typed or printed in ink using the set of documents included in your Solicitation package. "Duplicate" copies must be photo-copied by the Offeror. The "original" bid/proposal documents should be signed in blue ink. All "Original" and "Duplicate" Bid/Proposal responses 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. Be sure to fully complete and submit all of the bid/proposal documents beginning on page B-1 and all documents that follow thereafter.

K. Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation. Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the proposal. Otherwise the city shall assume that you are responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, you shall be held to the terms, conditions, specifications

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

and requirements as stated herein the same as if you had not taken an exception, deviation, modification or alteration

L. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid/proposal at the sole discretion of the City of Baltimore. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services

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

N. Has special knowledge about your firm, or

O. Has general knowledge about your product/service.

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

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

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

S. While the Evaluation Team may deduct points whenever it determines that a specific response to a question or request for information does not warrant the maximum possible points for any reason, the Team may also deduct points, at its discretion, for failure to follow and adhere to formatting and other instructions. All costs to the City shall be included in, and made a part of, the unit bid/proposal prices submitted by the Offeror at the time of bid/proposal submission, without exception, unless otherwise specified in this document. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of bid/proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

T. In the event of a dispute between the Original bid/proposal document and any duplicate document, or any electronic media, the Original shall prevail.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Note: Bidders are to attach the appropriate label to the envelope(s) or package(s) containing their submission documents. (See "Submission Instructions" for details.)

From: _____

Due Date: _____

Solicitation #: B50003073

Solicitation Name: Provide Road Service for Cars, Trucks and Heavy Equipment

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

BID SUBMISSION

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

General Conditions of Bid, Proposal, and Contract

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

GC1. ORDER OF PRECEDENCE

A. In the event of a conflict between similar terms in any of the various contract components such as the General Conditions, Special Conditions, Specifications, Bid or Proposal Forms, or other related documents, the following order of precedence shall apply.

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

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

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

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

GC2. GUARANTEE/DEPOSIT. (Bids or Proposals, when filed, shall be IRREVOCABLE.)

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

- (1) A One-Time Bid Bond; or
- (2) An Annual Bid Bond or Continuous Bid and Performance Bond which must be on file at the time of bid receipt; or

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

(4) DEPOSIT OF MORE THAN \$5,000 by a Certified Check, Bank Cashier's Check or Bank Treasurers Check.

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

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

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

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

GC3. RESERVATIONS. The Board of Estimates reserves the right to:

- A. Increase award(s) by 25% within thirty (30) days after award;
- B. Reject any or all bids/proposals and/or waive technical defects if, in its judgment, the interest of the City shall so require; and/or

C. Retain all Bid/Proposal documents whether rejected or not.

GC4. AFFIDAVITS AND BID/PROPOSAL DOCUMENT

A. All bids/proposals will be completed and submitted on the attached Bid/Proposal document in duplicate. Any additional information and/or deviations to the specifications will be in the form of attachments thereto.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

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

GC5. INDEMNIFICATION. The Offeror shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, employees and agents ("City") from any and all liability, claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the City, as a result of any direct or indirect, willful or negligent act or omission of the Offeror, its officials, employees, subcontractors or agents in the performance of the contract.

GC6. FAIR COMPETITION

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

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

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

D. Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the specifications. Packages shall be marked "Samples for Bureau of Purchases", with the name of the Offeror, Contract Number and Item Number. Failure of the Offeror to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the Bid/Proposal. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Offeror, if any samples are lost or destroyed. Upon notification by the City Pur-

chasing Agent that a sample is available for pickup, it shall be removed within thirty (30) days, at the Offeror's expense or the City Purchasing Agent will dispose of same at his discretion. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

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

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

GC8. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in detail by the offeror, in writing, at the time of submittal of the formal bid/proposal. In the absence of a written list of specification deviations at the time of submittal of the bid/proposal, the offeror shall be held strictly accountable to the City of Baltimore for the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment and/or services when delivered or performed.

GC9. CHANGES TO SPECIFICATIONS

A. Any person contemplating submitting a Bid/Proposal for this contract requesting a change in or uncertain as to the true meaning of the specifications or other contract documents or any part thereof, must submit to the City Purchasing Agent a written request for said change or interpretation. Said request, with supporting documents, drawing, *et cetera*, shall be re-

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

ceived by the City Purchasing Agent on or before ten business days prior to the day on which the Bid/Proposal is due. Any substantive change or interpretation of the contract documents or specifications, if made, will be made only by addendum duly issued. A copy of such addendum will be furnished to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the proposed documents made or given prior to the award of the contract.

B. Any Offeror who intends to submit a bid/proposal must obtain a complete solicitation package from the Bureau of Purchases. Packages can be obtained by registering on the Internet at www.baltimorecitybuy.org.

GC10. CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS. Bids/ proposals shall be submitted in a form and manner as indicated by the proposal document and proposal forms. Any proposal, which is not submitted in a form and manner indicated by the proposal document and proposal forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposals submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of proposal forms may be declared "non-responsive" by the City and recommended for rejection. The City of Baltimore shall not be responsible for any errors or omissions of the Offeror.

GC11. WAIVER OF TECHNICALITIES IN SPECIFICATIONS. Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

GC12. OMISSIONS OF SPECIFICATIONS. The omission by the City of any specifications or details of any specification which would normally apply to the product or service specified herein, shall not relieve the Offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the City Purchasing Agent.

GC13. CLARIFICATION OF PROPOSALS

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

B. Offers may also request clarification of the requirements of a Request for Proposals or Bids and may request deviations from those requirements.

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

D. Failure of the City to respond to questions or requests for deviations shall be construed as confirming that the terms and conditions of the Request for Proposals or Bids remain as issued or formally amended.

GC14. DELIVERY AND F.O.B. POINT

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

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

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

GC15. LABOR, WAGES, AND WORK SCHEDULE

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

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

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

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

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

(3) If the Offeror desires to work on any legal holiday, the Offeror will inform the City Purchasing Agent in writing at least two (2) days in advance of such holiday. Indicate the nature of the emergency, the location at which work will be conducted, and the intent to comply with the provisions of Article 11, § 3 of the Baltimore City Code (2000 Edition) pertaining to premium pay for overtime, Sunday and holiday work. If any holiday falls on a Sunday, the following Monday shall be considered holiday, and it will be celebrated on Friday, if the holiday falls on Saturday.

GC16. INSURANCE. The Offeror shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof:

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

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** If automobiles are used under this contract at a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall ap-

ply to any owned, non-owned, or hired vehicle used in the performance of this contract.

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

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

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

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

G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City, per Annotated Code of Maryland 27-603 thru 605. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

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

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

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

GC18. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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

contractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:

(1) Company name;

(2) Total amount paid to subcontractor; and

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

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

GC19. NOTIFICATION OF AWARD

A. After award by the Board of Estimates, the successful offeror will receive an Award Notification letter from the City Purchasing Agent enclosing documents which must be executed and returned to the City Purchasing Agent within thirty working days after receipt of the letter. When these documents are received by the City Purchasing Agent, a purchase order (or Order to Proceed) will be issued, which will permit payment for services rendered.

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

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

GC21. ENTIRE CONTRACT AGREEMENT. Any Contract/Agreement resulting from this solicitation shall include this instant Solicitation document and all addenda issued thereto, the bid/proposal submitted by the offeror and all approved amendments thereto as accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents either issued by the City alone, or as fully

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

executed by both parties, that are directly related to the contract.

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

GC23. PERFORMANCE GUARANTEE

A. The successful Offeror(s) shall promptly supply a performance guarantee warranting that the Offeror shall comply in all respects with the terms and conditions of the contract and its obligations thereunder.

B. Unless otherwise indicated in the Statement of Work the performance guarantee shall be in the full amount of the contract and shall be fulfilled by (forms and instructions may be obtained from the City Purchasing Agent):

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

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

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

(c) Exceptions – The successful Offeror will be required to post either a Customary Per-

formance Bond, an Irrevocable Letter of Credit, or a Continuous Bid and Performance Bond, if any of the following applies:

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

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

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

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

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

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

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

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

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

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

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

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

GC24. SEVERABILITY. The provisions of this contract are severable. If any paragraph, section, subsection, sentence, clause, work, or phrase of this contract is for any reason held to be contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of the contract unless the contract otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

GC25. SUBLET OR ASSIGN

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

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

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

GC26. OFFEROR'S COOPERATION. The Offeror shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this contract.

GC27. GENERAL RESPONSIBILITY OF OFFEROR

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

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

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

GC28. OFFEROR'S SUPERVISION. The Offeror shall be fully responsible for supervision and the actions of its employees. The City shall exercise no supervision or control over the Offeror's employees.

GC29. OFFEROR IS NOT AN AGENT OR EMPLOYEE OF THE CITY. No language or wording contained in this contract document shall be used to construe the Offeror as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the Offeror and/or of any of the Offeror's

employees, and/or of any of the Offeror's subcontractors or their employees. The Offeror shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Offeror or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.

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

GC31. GUARANTEE / WARRANTY

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

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

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

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

GC32. TERMINATION FOR DEFAULT / CONVENIENCE

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

B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Offeror. In case said expenses shall exceed the amount which would have been payable under the contract, if the same had been completed by the Offeror, it or its surety shall pay the amount of any excess to the City. In the event that a bidder exempted from posting a bid or performance guarantee fails to execute and perform any contract awarded, it shall forfeit the right to bid on any future City contract(s) for a period of time determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.

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

clude, under any circumstance, anticipated but unearned profits.

GC33. BILLS OF LADING / DELIVERY TICKETS

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

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

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

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

GC34. INSPECTION. All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be provided under this contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.

GC35. NONDISCRIMINATION

A. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Maryland 21202. Phone: (410) 962-3572, Fax (410) 962-0159.

GC36. INVOICES. All invoices are to be submitted in triplicate and mailed in accordance with instructions as shown on the Purchase Order. Invoices shall contain the Purchase Order Number, Item Numbers, and Description of Item, Quantity, Price/Extensions and Total.

GC37. PAYMENTS

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

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

(1) After the City Purchasing Agent approves the statement and such releases as may be required, the City Purchasing Agent shall deduct five percent (5%) retainage therefrom and cause to be issued a warrant for payment, which shall be made ten (10) days following his approval. The City shall hold the five percent (5%) retainage until final payment is made.

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

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

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

first working day thereafter. Certification as applicable must be provided by the Offeror.

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

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

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

GC39. QUALITY ASSURANCE. The supplies, materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing Agent and/or his authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Offeror within twenty-four (24) hours after notification. Should the Offeror continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Offeror's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Offeror. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until Final Completion and Acceptance of all work under the contract or to take any other legal remedies under the contract.

GC40. AUTHORITY OF THE CITY PURCHASING AGENT

A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this contract. The City Purchasing Agent shall decide any and all ques-

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

tions that may arise regarding the Offeror's obligations and the fulfillment of the contract terms.

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

GC41. SUBCONTRACTOR BONDING

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

B. All requests by a prime Offeror for prior approval to allow the prime Offeror to require a Performance Bond from a subcontractor shall be made in writing to the Contracting Officer. In such a request, the prime Offeror shall particularize the reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.

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

GC42. DEBRIEFING OF UNSUCCESSFUL OFFEROR

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

B. Debriefing will

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

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

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

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

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

GC43. PROTESTS

A. The City's Board of Estimates approves all contracts over \$5,000 in value and is the final contracting authority for the City of Baltimore. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Office of the Comptroller, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than noon on the Tuesday preceding the Wednesday meeting of the Board of Estimates. A copy of the protest letter must also be sent to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202. On the Friday preceding the Wednesday the Board will consider an award, the Bureau of Purchases will make every effort to inform bidders of the pending Board action via email, using the address the bidder provided with the bid. Board agendas are posted on www.comptroller.baltimorecity.gov the Monday afternoon preceding the Wednesday Board meeting.

B. The written protest should include the following information:

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

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

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

(4) The form of relief requested.

GC44. NOTICE

A. Except as specified otherwise by another provision of the bid documents or any ensuing contract, any notice to the Offeror required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

posted via first class mail to the Offeror at the address designated in the bid or contract documents.

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

GC45. GENDER. Words of gender used in these bid documents and any ensuing contract may be construed to include any gender, and words in the singular may include plural, and words in the plural, singular.

GC46. COMPLIANCE WITH LAW. The Offeror shall comply with all federal, state, local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the contract.

GC47. GOVERNING LAW. The contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland.

GC48. APPROPRIATION OF FUNDS. This contract is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If the terms of this contract exceed a budget as adopted by the Baltimore City Council, then that portion of this contract which exceeds a properly adopted budget shall be contingent upon further appropriation by the City. In the event of such non-appropriation of funds at any time during the term of the contract as would prevent the City from making payment under the terms and conditions of the contract, the City may terminate the contract without the assessment of any termination charges or financial penalties against the City by providing written notice of intent to terminate to the contractor. If the City terminates a contract due to the non-appropriation of funds, the City will pay contractor for work currently in progress, and contractor shall not begin any additional work on the effected contract upon receipt of notification of intent to terminate by the City.

GC49. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the City, at its sole discretion, will execute a change order to extend the

Performance Schedule for a time period that is reasonable under the circumstances.

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

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

B. FAIR LABOR PRACTICES

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

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

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

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

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

B. UNLAWFUL EMPLOYMENT PRACTICES

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

(a) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employ-

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

ment or any matter directly or indirectly related to employment;

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

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

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

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

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

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

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

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

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

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

C. ASSURANCE OF NON-SEGREGATED FACILITIES

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

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

(3) The Bidder/Offeror further understands and agrees that a breach of this agreement subjects him to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Bidder/Offeror and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.

GC52. PREVIOUS COMPLIANCE. If a Bidder failed to comply with all of the terms and conditions of a prior City contract, including but not limited to failure to satisfy MBE/WBE participation goals, then the Board of Estimates may, in its discretion, reject his/her/its bid for this contract.

GC53. CONTRACT DISCLOSURE REQUIREMENT. Upon the City's request, and only after filing a complaint against Contractor pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, Contractor agrees to provide the City within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non – Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. Contractor understands and agrees that

violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

**Notice to Contractors
Living Wage Requirement**

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

The “Living Wage” for FY 2014 is **\$11.07** per hour, beginning July 1, 2013. A legal review has concluded that the law does not differentiate between full-time and part-time (less than eight hours per day) service workers. All bid/proposal prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of future rate increases by the Board of Estimates.

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

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

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

If you need additional clarification regarding Article 5, Subtitle 26, please contact the Wage Commission at 10 N. Calvert Street Suite 915, Baltimore, Maryland 21202, or by calling 410-396-4835.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Copies of completed reports shall be submitted as follows.

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

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

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

§ 26-10. Required records – project payroll reports

(a) *Contractor to submit.*

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

(b) *Contents.*

The project payrolls shall contain:

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

(c) *Prime contractor responsible for subcontractors.*

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

(d) *Signed statement of compliance.*

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

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

[End of Art. 5, §26-10]

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

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

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

Attest:

Contractor (Please print or type)

Signature

Official

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Bid Documents

Mark as Complete
Upload the file

NOTE: For your bid to be responsive you must submit all of the documents contained in this section.

Bid/Proposal Information and Affidavit Signature Page

Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Name of Contact Person [IF DIFFERENT FROM ABOVE] _____

Title of Contact Person _____

E-Mail _____ Phone: _____

Federal Social Security Identification Number _____

If awarded a contract, the Bidder/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents of this solicitation in the Bid/Proposal submitted in response to this solicitation.

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

AFFIDAVIT I

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

AFFIDAVIT II

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

AFFIDAVIT III

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

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

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

AFFIDAVIT IV

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

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

AFFIDAVIT V

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

AFFIDAVIT VI

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

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

AFFIDAVIT VIII

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

AFFIDAVIT IX

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

AFFIDAVIT X

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

(Affix Corporate
Seal Here)

Signature of Authorized Representative (Sign in blue ink only.)

Date

Title

Witness Name (Typed or Printed)

Witness Signature (Sign in blue ink only.)

Date

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Bid Price Sheet

Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone _____

Fax _____ Email _____

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page as described herein and at the pricing shown below. Several sections below are Pass/Fail.

ITEM #1

Valid documentation provided to show bidder has been in the road services business as his primary business with a minimum of three years' experience prior to submission.
Valid documentation provided to show bidder has qualified licensed drivers. Submit copies of driver's licenses, any certificates or industry training documents.
Valid references that show the bidder is able to handle the full scope of work required servicing a large fleet. 3 minimum.
Bidder has the minimum requirements requested for equipment. Valid documentation submitted for verification of owning or leasing equipment requested by submitting copies of titles of ownership or copies of lease contracts.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13**ITEM #2**

Straight Truck Flat Rate Towing for Motorcycles, Automobiles, and Light Trucks	Flat Fee for 2 Hours	Fee per Hour after 2 Hours
Straight or Rollback		
Extra Trucks	Per Tow	
Winching (if applicable)		

Heavy Equipment Only

Flat Rate Towing for Heavy Equipment	Flat Fee for 2 Hours	Fee per Hour after 2 Hours
Straight or Rollback		
Extra Trucks	Per Tow	
Winching (if applicable)		

FLAT RATE:

DESCRIPTION	CAR	TRUCKS	HEAVY EQUIPMENT
Lock Out (no key or keys locked in car/truck)			
Pull Axles			
Drive Shaft			
Flat Tire			
Jump Start			
Out of Gas (supply 5 gallons or gas or diesel)			

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

ITEM #3 MINIMUM EQUIPMENT REQUIRED

After award, any Contractor whose equipment fails to meet the following requirements will have a period of ten (10) calendar days after the inspection in which to correct.

Print "Yes" if you own/lease that unit and it has the features listed; otherwise print "No."
(Items left blank will be considered to reflect a "No" answer).

SLIDE BACK CAR CARRIER (ALSO KNOWN AS A FLATBED) Class B.

- ____ 1. Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds GVW.
- ____ 2. Cab to axle dimension of not less than 138 inches.
- ____ 3. Dual rear wheels.
- ____ 4. Twenty one feet or longer hydraulically operated slide back or tilt bed.
- ____ 5. Hydraulically operated winch (es) with a minimum winching capacity of 8,000 lbs.
- ____ 6. Sixty-five feet of 3/8 steel core cable.
- ____ 7. Two tie down chains, each ten feet in length.
- ____ 8 One snatch block, minimum 8,000 pound capacity.
- ____ 9. Four way lug wrench.
- ____ 10. One pair of jumper cables.

WRECKER. Class C.

- ____ 1. Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds GVW.
- ____ 2. Cab to bogey dimension of not less than 144 inches.
- ____ 3. Commercially manufactured boom(s) with a minimal total capacity of 50,000 pounds.
- ____ 4. Winch (es) with a minimum total winching capacity of 50,000 pounds.
- ____ 5. Two hundred feet of 5/8 inch steel core cable per winch.
- ____ 6. Under reach with retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
- ____ 7. Rear support jacks or outriggers.
- ____ 8. Tow 1/2 inch alloy safety chains.
- ____ 9. Tow bar or tow sling equipped.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

- _____ 10. External air hookup and hoses to supply air to disable vehicles.
- _____ 11. Two (2)-snatch blocks, minimum 24,000 pound capacity each.
- _____ 12. Two (2)-scotch blocks or Hydraulic Stiff Legs.
- _____ 13. Spring brake - Air Brakes.

Class "D" Wrecker:

- _____ 1. Commercially manufactured unit with a rated capacity of not less than 52,000 pounds GVW.
- _____ 2. Cab to bogey dimension of not less than 180 inches.
- _____ 3. Commercially manufactured boom (s) with a minimal total capacity of 70,000 pounds.
- _____ 4. Winch (es) with a minimal total winching capacity of 70,000 pounds.
- _____ 5. Two hundred (200) feet of 3/4 inch steel core cable per winch.
- _____ 6. Under reach with retracted rating of not less than 45,000 pounds and an extended rating not less than 15,000 pounds.
- _____ 7. Rear support jacks or outriggers.
- _____ 8. Two ½ inch alloy safety chains.
- _____ 9. Tow bar or tow sling equipped.
- _____ 10. External air hookup and hoses to supply air to disabled vehicles.
- _____ 11. Two snatch blocks, minimal 24,000 pounds.
- _____ 12. Two scotch blocks or hydraulic still legs.
- _____ 13. Spring brake-air brakes.

ITEM #4 MINIMUM EQUIPMENT

The following requirements are the minimum requirements which must be satisfied with respect to each piece of equipment, as specified. Place a "Yes" or a "No" in each blank, and submit copies of titles or copies of leases to document your ownership.

- _____ 1. Four roll backs Cars & Light trucks
- _____ 2. Four light wreckers
- _____ 3. Four medium wreckers
- _____ 4. Four heavy duty wreckers
- _____ 5. Two low boy trailers

ITEM #5

Bidders should understand that they are bidding on a multi-jurisdictional cooperative agreement that has the unguaranteed potential of attracting additional participation on a regional and national level. Currently the contract is valued at \$2,854,000.00 annually with these participants listed above.

The Contractor shall provide additional discount structure against catalog purchases for program volume as measured at the end of each contract year.

Any changes to the discount structure shall occur on an annual basis beginning on the first day of the next year and shall be firm for the entire year until it is evaluated again for subsequent years.

After the first year with the prices from this solicitation, the volume spent will be evaluated and if it falls in a higher discount level, that level discount shall apply for that upcoming year.

- A. _____% discount off of the manufacturers' retail price for \$3,500,000.
- B. _____% discount off of the manufacturers' retail price for \$4,000,000.
- C. _____% discount off of the manufacturers' retail price for \$4,500,000.
- D. _____% discount off of the manufacturer's retail price for \$5,000,000.

Provide your percentage discounts above for volume pricing.

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

FOB: Destination

Net 30 unless otherwise stated above

Note: Attach signed copies of all Addenda received in connection with this bid.

(Affix
Corporate
Seal Here)

Signature of Authorized Representative (Sign in blue ink only.)

Date

Title

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Insurance

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

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

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

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

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Certificate of Insurance Coverage

Bid submitted by (name of firm): _____

Name of Surety Company _____

Name of Surety Agent _____

Surety Agent's Phone _____

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

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$1,000,000 Occurrence; \$3,000,000 Aggregate			
Professional Liability/Errors & Omissions \$1,000,000 with a three (3) year extended reporting period			
Workman's Compensation/ State Minimum Statutory Limits			

Check the appropriate box (is) below.

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

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

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

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

Authorized Agent's Signature

Date

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

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

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

Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

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

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

(Affix Corporate
Seal Here)

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

Title

Witness Name (Typed or Printed)

Witness Signature (Sign in blue ink only.) Date

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Bid Bonds and Bid Checks

In submitting this signed Bid/Proposal, the offeror certifies that his Bid Deposit Check or Bid Bond is adequate to cover the Bid Guarantee requirements of this Bid/Proposal. It is the responsibility of offeror to assure that Annual Bid Bonds submitted to the City by their surety company are on file prior to opening dates.

Please provide the following information.

Bid Check Submitted in the Amount of\$_____

OR

Annual Bid Bond Filed or Submitted in the Amount of.....\$_____

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

**Employ Baltimore
Mayor's Office of Employment
Development
3001 E. Madison Street
Baltimore, Maryland 21205
- or -
employbaltimore@oedworks.com**

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

**Rosalind Howard or Susan Tagliaferro
Employ Baltimore
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014 • Fax 410-361-9648
rhoward@oedworks.com stagliaferro@oedworks.com
-or-
employbaltimore@oedworks.com**

Employ Baltimore
CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of _____, I _____
(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: _____ Telephone: _____

Company Address _____ Email: _____

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

Employ Baltimore
EMPLOYMENT REPORT

Contracting City Agency	Bid/Contract Number & Name
Contract Start Date	Contract End Date

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30th and December 31st during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205

- or email -

employbaltimore@oedworks.com

The Employment Report below is hereby submitted by the undersigned for the period:
(please check one)

____ December 31, 20____ ____ June 30, 20____ ____ End of Contract- Date ____

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: _____ Signature: _____

Title: _____ Date: _____

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

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency:

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

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

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

The Overall MBE goal is 5% The WBE goal is 0%

MBE Sub-goals are:

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

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

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

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

Revised 3/18/2011

PART A: INSTRUCTIONS

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

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

1. BID REQUIREMENTS

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

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

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

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

2. VERIFYING CERTIFICATION

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

3. CONTRACT REQUIREMENTS

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

Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

4. SUBSTITUTION OF MBE OR WBE

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

5. WAIVER REQUESTS

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

6. MBE AND WBE PARTICIPATION STANDARDS

6a. Participation of M/WBEs

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

6b. Non-affiliation

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

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

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

6c. Commercially Useful Function

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

6d. Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or

B50003073 – Road Service for Cars, Trucks & Heavy Equipment – Due: 08/28/13

WBE's contracts for the purchase of materials, equipment, or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

6e. Suppliers

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

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

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

6f. Joint Ventures

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

6g. Insurance Companies and Travel Agents

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

6h. Financial Institutions

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

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

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

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

Name of Prime Contractor: _____

Name of MBE or WBE: _____

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

Materials/Supplies to be furnished by MBE or WBE:

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

Subcontract percentage of total contract: _____ %

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

African American % Asian American ... %

Hispanic American % Native American.. %

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

Signature of Prime Contractor (**REQUIRED**) Date

Signature of MBE or WBE (**REQUIRED**) Date

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

PART C: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 5% and the WBE goal of 0% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$_____ or ____ % and WBE-\$_____ or ____ % of the total contract amount which is \$_____.

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

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

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

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

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

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____.

Notary Public

PART D: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____
Address _____

Contracting Agency:

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

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

Goals on this contract: MBE: **5%** ...and... WBE: **0%**

African AmericanN/A % Asian American N/A %

Hispanic AmericanN/A % Native American N/A %

I have achieved: MBE: ____ % ...and... WBE: ____ %

African American ____ % Asian American ____ %

Hispanic American ____ % Native American ____ %

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

African American ____ % Asian American ____ %

Hispanic American ____ % Native American ____ %

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

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

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

Explain why waiver is being requested:

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

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

Signature of Authorized Company Representative

Date

PART E: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

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

Total Contract Dollar Amount: _____

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

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

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

Prime Contractor's signature

Date