

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



**REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING,
SUPPLY AND INSTALL**

**Due Date: 08/29/2019 Time: 3:00 p.m.
Pre-Bid Conference: 08/15/2019 Time: 11:00 a.m.**

**Christine Carpenter
PHONE: 410-887-3361
EMAIL: ccarpenter@baltimorecountymd.gov**

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

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL**

TABLE OF CONTENTS

- I. **General Instructions for Solicitations**
 - 1. Instructions, Forms and Specifications
 - 2. Award of Solicitations
 - 3. Reservations
 - 4. Delivery
 - 5. Competition
 - 6. Terminations
 - 7. Hold Harmless - Indemnification
 - 8. Minority Business Enterprise (MBE) and Small Business Notice
 - 9. Authority
 - 10. HIPAA (Health Insurance Portability and Accountability Act)
 - 11. Reports
 - 12. Terms of Contract
 - 13. Severability
 - 14. Counterparts
 - 15. Survival
 - 16. No Waiver, Etc.
 - 17. Maryland Registration / Qualification Requirements
 - 18. Eligibility of Candidates for Employment
 - 19. Warranty
 - 20. American Manufactured Goods Required for Public Works

- II. **Procurement Affidavit**

- III. **Minority Participation Affidavit**

- IV. **First Source Hiring Agreement Overview Acknowledgement**

- V. **Taxpayer Identification Number (TIN) and Certification**

- VI. **Insurance Provisions**

- VII. **Bid Reply Label**

- VIII. **General Conditions**

- IX. **Specifications**

- X. **Bid Signature Cover Page**

- XI. **Price Sheets**

BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

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

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

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

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

4. Delivery

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

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

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

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications

is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

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

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

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

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

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

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

6. Terminations

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

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

6.2 Termination for Default:

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

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

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

7. Hold Harmless – Indemnification

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

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

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

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

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

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

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

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

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

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

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

17. Maryland Registration / Qualification Requirements:

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

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

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

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

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

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

Copies of manufacturer's or service provider's warranties must be provided upon request.

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

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

20. American Manufactured Goods Required for Public Works:

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

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

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

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: _____

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

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

Yes No

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

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

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

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

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

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

a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and

- b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)
- [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 - [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

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

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

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

N. ACKNOWLEDGMENT

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

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

Date: _____

By: _____

Name:
 Title:
 (Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

___ The Business is a MBE___ or WBE ___

[___] Maryland State Department of Transportation (MDOT) #_____

[___] City of Baltimore #_____

[___] Name Other Jurisdiction: _____ #_____

[___] The ownership of the Business consists of ___% minorities and ___% women (for a total of ___%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

___ Minority Status

___ African American

___ Hispanic American

___ Asian American

___ Native American

___ Caucasian

___ Women

___ The MBE/WBE business anticipates meeting up to 50% of the stated participation goal with its own workforce

___ The Business anticipates utilizing subcontractors for ___% of the work of the contract requirements, of which it anticipates ___% will be MBEs and ___% will be WBEs.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)



First Source Hiring Agreement Overview

What is First Source Hiring?

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

The goals of the First Source Hiring Agreement are to:

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

Which businesses can participate in First Source Hiring?

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

How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates.

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)

- Workforce and Business Services staff to assist you throughout your recruitment efforts

I'd like to participate in First Source Hiring...Where do I start?

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

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

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

Helpful Tips:

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

Company Name	Contact Name
Company Address	City, MD
E-mail Address	Telephone
Acknowledgment Signature	Date

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

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

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

SIDE 1

<p>List your legal business name below, as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For limited liability companies (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For limited liability companies that are corporations, partnerships, etc., enter the business name on Name line (1).</p>																																														
1. Name (as shown on your income tax return)																																														
2. Business name, if different from above																																														
Address																																														
City	State ZIP Code																																													
Remittance Address, if different from above																																														
City	State ZIP Code																																													
Contact Person	Title																																													
Phone Number () - Ext:	Fax Number () -																																													
E-mail address																																														
Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Social Security Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="9">OR</td> </tr> <tr> <td align="center" colspan="9">Employer Identification Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social Security Number																		OR									Employer Identification Number																	
Social Security Number																																														
OR																																														
Employer Identification Number																																														
<input type="checkbox"/> CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING																																														
<input type="checkbox"/> CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:																																														
Filing Status (Ownership) (LLC is not acceptable)																																														
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor																																													
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership																																													
<input type="checkbox"/> Other: (explain)																																														
CERTIFICATION:																																														
Under penalties of perjury, I certify that:																																														
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).																																														
Signature of U.S. Person	Date																																													

SIDE 2

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

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

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

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

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

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



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

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

1.2 Verification of Insurance:

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

1.3 Baltimore County as Additional Insured:

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

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

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

2.4 Other

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

BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES
IN
COUNTY CONTRACTS
MBE/WBE Plan Package



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

www.baltimorecountymd.gov/go/mwbe

@BaCoBiz4All



PROSPECTIVE BIDDERS/OFFERORS

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

1. If you will be able to meet the goal for each assigned task, complete and sign FORM A with the initial bid submission, FORM B and FORM C to include FORM B-Prime (if MBE/WBE prime wishes to count towards the goal) must be submitted with the bid.
 - a. *All Forms must be completed and signed. However, FORM C MUST be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

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

NOTE: The MBE/WBE **subcontracting** goal applies to **ALL** prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SUMMARY

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

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

APPROVED MBE/WBE LISTINGS

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

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

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

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

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

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

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

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

RECORDS AND REPORTS

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

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

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

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

DETERMINATION OF BID RESPONSIVENESS

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

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

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

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

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

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

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

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

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

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

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



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

___ The Prime is a MBE or WBE

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

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

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

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

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

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

Date: _____

By: _____

(Authorized Representative and Affiant's Name and Title)

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

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

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

* * * * *

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

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

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

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

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

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

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

Or

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

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

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

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

- 2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - (c) Responses from MBE/WBE firms contacted to fulfill the goal.

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

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

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

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

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

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

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

**BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SCHEDULE
(FORM B)**

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

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

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

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation:	_____ %	\$ _____	
Total MBE Subcontracting Participation:	_____ %	\$ _____	
Total WBE Subcontracting Participation:	_____ %	\$ _____	
Total MBE/WBE Participation:	_____ %	\$ _____	

BALTIMORE COUNTY, MARYLAND
MBE/WBE PRIME PARTICIPATION SCHEDULE
(Form B-Prime)

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

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

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

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

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

Certified Yes No

Certifying Jurisdiction _____

MBE PRIME CONTRACTOR

Minority Status:

African American

Hispanic American

Women

Asian American

Native American

Disadvantaged

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

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

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

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

Contract Name, Bid/Proposal Number: _____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

Print Representative Name, Title	Best Contact Information
----------------------------------	--------------------------

MDOT Baltimore City # _____
Certification Number

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

2. Subcontract Amount: \$ _____ or _____% of the County contract cost.

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

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

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

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

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

Signature of MBE/WBE Subcontractor: _____ Date: _____

MBE/WBE Subcontractor's Printed Name and Title: _____

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

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

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

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

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

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

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

Signature of Minority Firms MBE/WBE Representative Title Date

MDOT/Baltimore City Certification # Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

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

Signature of Prime Title Date

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

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

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

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

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

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

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

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



DONALD I. MOHLER III
County Executive

KEITH DORSEY, Director
Office of Budget and Finance

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: July 19, 2018

Subject: Compliance Reporting - Penalties

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

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

- (a) For failure to file timely monthly reports:
 - (i) Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - (ii) For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MBE/WBE requirements:
 - (i) Assessment of a penalty of up to 10% of the contract value; and/or
 - (ii) Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - (iii) Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

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

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

If after contract expiration it has been determined the MBE/WBE firms named were not used, or were under used, by the contractor and supporting documentation was not provided and approved by the County, the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

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

Cc: File

BID REPLY LABEL

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

REQUEST FOR BID

**NO. B-1401
Due Date/Time: 08/29/19 3:00 p.m.
TERM CONTRACT FOR FLOORING,
SUPPLY AND INSTALL**

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL**

GENERAL CONDITIONS

1. SCOPE OF SERVICES.

- 1.1 It is the intention of these specifications that the Vendor hereunder shall furnish and Baltimore County shall purchase floor coverings covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order supplies that may be required during the said period, and it also reserves the right not to order supplies bid upon by the Vendor, if it is found that such supplies are not required by the County during the period covered by this contract.
- 1.3 The Contractor shall furnish all labor, materials, equipment and services per specifications necessary for and reasonably incidental to the furnishing and complete installing of all floor covering as herein specified.
- 1.4 The County reserves the right, at the discretion of the County Purchasing Agent, to solicit new competitive bids for any major individual requirements for any item covered by this contract.

2. TERM OF CONTRACT.

- 2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the Vendor/Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Vendor/Contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.
- 2.3 The Vendor/Contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

3. SMALL BUSINESS PURCHASE PROGRAM.

- 3.1 This solicitation will be awarded based upon the tier process and will result in two (2) Tiers.
The County reserves the right to award to one or more contractors per tier. **Contractors shall bid on only one tier for which they wish to be considered. A contractor cannot be considered for both Tiers.**
 - Tier 1 – up to \$10,000 per project. No MBE/WBE subcontracting goal.
 - Tier 2 – This level is for projects in excess of \$10,000.00.
Projects in excess of \$10,000 will have a 20% MBE/WBE subcontracting goal
- 3.2 Refer to Sections 5 and 31 for additional information.

4. METHOD OF AWARD.

- 4.1 Award of this contract shall be on a lump sum basis.
- 4.2 The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.
- 4.3 Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past eighteen (18) months.
- 4.4 The estimated quantities in the Price Sheet Section of the "Request to Bid" document represent the total volume of work for both Contractors combined.
- 4.5 Baltimore County does not guarantee the amount of work that will be awarded under this contract.

5. AWARD – MULTIPLE AWARDS / GENERAL ROTATION OF CONTRACTORS.

- 5.1 Awards will be made to up to one (1) prime Contractor per Tier, effectively the lowest responsive and responsible bidders.
- 5.2 **Contractors shall bid on only one tier for which they wish to be considered.**
 - 5.2.1 A contractor will not be considered for both tiers
 - 5.2.2 A contractor's bid(s) may be rejected if bids are submitted for both Tier 1 and Tier 2.
- 5.3 It is the intention of Baltimore County to issue work equally to all contractors in a general rotation within each tier, however, the assignment of work shall be at the sole discretion of Baltimore County. Any claim of any contractor against the County for extra compensation or damages, arising out of the assignment of work by the County, shall be deemed to have been waived by all contractors.
- 5.4 In addition, the County reserves the right to award individual jobs on a specific rotation basis, based on demonstrated areas of experience and expertise, or based on job location.

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

7. ESCALATION.

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

7.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for the renewal term for which it was requested.

8. PRE-BID CONFERENCE.

8.1 A non-mandatory pre-bid conference will be held on Thursday, August 15 at 11:00 a.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions which may be pertinent to the request.

8.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

9. INSURANCE.

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

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

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

10. COUNTY HOLIDAYS.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

11. OVERTIME HOURS.

11.1 Overtime hours shall be deemed as the following:

Monday through Friday, 5:00 p.m. to 8:00 a.m.
Weekends and Holidays as stated above

11.2 Overtime labor for installation is in addition to regular time pricing.

12. MATERIAL SAFETY DATA SHEET. All bidders must submit with their bids Material Safety Data Sheets (MSDS). Prior to awarding the Bid, the Safety Office must approve the awardee's MSDS.

13. DELIVERIES.

13.1 Deliveries shall be made promptly. If deliveries are not made within fourteen (14) days after receipt of order, the Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the Vendor and deducted from any monies due or which may become due him.

- 13.2 If the Vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the Vendor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.
- 13.3 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

14. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

- 14.1 With regard to this contract, the Property Management Division Manager (PMDM), or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the PMDM or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 14.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the PMDM at least seven (7) days prior to beginning work at 410-887-2578.
- 14.3 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

15. BACKGROUND CHECKS AND EMPLOYEES' RESPONSIBILITIES

- 15.1 Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Vendor or subcontractor personnel that have the ability to view or access any County data or facilities. The Vendor must provide copies of such background checks to the County before any such personnel will be permitted to access the County's data or facilities. The background checks should be sent to Bill Sherd, Baltimore County Property Management, 12200A Long Green Pike, Glen Arm, MD 21057. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Vendor or subcontractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.
 - 15.1.1 The Contractor shall provide and update as necessary for the County's on-site records an affirmation of background investigations performed and the employee(s)' acceptability for assignment to the work location. Background investigations of Contractor's employees may be verified by the County at any time during this Contract.
- 15.2 The Contractor shall require all their employees to wear a badge with photo identification. This is mandatory. The County, at its discretion and authority, may require the departure from the premises of any employee(s) found to be noncompliant with badge requirements as set forth in this Contract.
- 15.3 Assure that the Contractor's employees shall not disturb papers on desks, open drawers in any desks or other furniture, use County telephones or any other County equipment or

appliances in the building (such as radios, coffee pots, microwave ovens, or televisions), or use equipment or appliances belonging to County employees.

15.4 The Contractor shall carefully screen, train, and supervise each employee providing services under this Contract. Employees shall comply with all requirements as stated in this solicitation. **At least one (1) project manager must be on site at all times who is able to communicate and take oral and written direction in English.**

15.5 The Contractor's employees shall be required to have an INS-9 form on file available to the County upon request. The County reserves the right to request to examine the files for employees' Social Security numbers.

16. UNEXPECTED CONDITIONS.

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

17. DEMOLITION, DEBRIS REMOVAL AND PROPERTY DAMAGE.

17.1 The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property.

17.2 Any damage done to paint, walls, woodwork, doors, etc., as a result of the carpet installation, shall be the responsibility of the Contractor.

18. MULTI-AGENCY PROCUREMENT. Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services.

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

20. COOPERATIVE PURCHASE.

20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

21. **MEASUREMENTS.** When contacted by the PMDM, or authorized representative, the Contractor shall carefully check all physical dimensions and other conditions at the site of intended installation and shall submit a quote stating square yards and price to the PMDM, or authorized representative, within seven (7) business days.

22. **COLOR.** Color for each installation shall be selected by the County, from samples supplied by the Contractor.

23. **SAMPLES.** The Contractor shall submit to the County, along with their Bid, samples of each type and class of carpet proposed. Each sample shall be a minimum of nine (9) inches by seven (7) inches, and have the manufacturer's label secured on the back stating its specifications.

24. **SUPPLIER'S CERTIFICATE.**

24.1 Bidders must submit a certificate that he has in operation, a factory or mill adequate for, and devoted to the manufacturer of the carpeting that he proposes to sell to the County, or that he is an authorized agent of such a company, and that carpeting bid shall be new material; not reclaimed from any woven, tufted, knitted or felted products.

24.2 Baltimore County reserves the right to inspect and review, both manufacturing facilities and the facilities and equipment of the Contractor designated to perform the installation.

25. **QUALITY ASSURANCE.**

25.1 The Contractor shall be an approved installer of the manufacturer and be experienced in carpet, tile and vinyl flooring installation primarily in commercial work for at least five (5) years. The actual work shall be performed by qualified and experienced mechanics working under the supervision of the Contractor.

25.2 A list of five (5) major commercial carpet installations of the brand of carpet bid, completed within the last twelve (12) months must be included with the Bid, along with a personnel list indicating names of installation personnel including years of experience.

26. **CLEANING AND PROTECTION.** Adequate care shall be taken to protect all adjacent work from damage or marring as a result of experience.

26.1 The carpet shall be cleaned of all spots with a spot remover as recommended by the manufacturer.

26.2 All loose threads shall be cut with scissors.

26.3 The Contractor shall carefully and thoroughly vacuum clean the entire floor surface with an upright beater bar type vacuum cleaner to the County's satisfaction.

26.4 All debris resulting from this work shall be removed from the site daily.

26.5 All useable pieces of carpet not necessary to complete the work are to be left on the job site and placed in an orderly manner in an area designated by the County

26.6 The Contractor shall submit to the County two (2) copies of a complete manual of the manufacturer's maintenance recommendations for this quality carpet.

27. **DELIVERY AND STORAGE.** The Contractor shall be held responsible for the scheduling, receiving and placement on floors of goods from the manufacturer. Goods shall be delivered to the job site in the manufacturer's bundles and shall be clearly marked as to size, dye lot, materials and location. Store materials in dry areas and carefully protect carpet from soiling and damage. Contractor must contact the PMDM, or authorized representative, one (1) day before installation to notify the County as to the time of day they expect to arrive at the job site.
28. **NAMING OF MANUFACTURER.** If necessary, different manufacturers can be used for each type of carpet; i.e. one for level loop, one for cut pile.
29. **QUOTATIONS AND INVOICES.** The successful Bidder will be required to submit both quotations and invoices for each job with complete breakdown of costs, including square yardage of carpeting to be used. Extras must be itemized separately and prices must conform to the pricing schedule indicated on the price agreement.
30. **SUBCONTRACTING.** The Contractors cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractors' work forces. **The only exception to this requirement is to achieve M/WBE participation.**
31. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE):** The resulting minority and women business participation requirement for this contract is **20% for Tier 2 projects.**
- 31.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 31.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 31.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work.. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

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

Tier 1 – 0% M/WBE subcontracting goal. Contractors bidding Tier 1 do not need to submit M/WBE forms. This Tier is for projects up to \$10,000.00.

Tier 2 – 20% M/WBE subcontracting goals for projects in excess of \$10,000.00. All firms bidding at the Tier 2 level must complete and submit their M/WBE plans with their bid.

Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

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

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

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

32.3 Along with this revised language is a 2-page form called the **First Source Hiring Agreement Overview**. Page 1 of the Overview is explanatory; **prospective bidders are requested to sign and return page 2 of the Overview**. By signing and returning this form, the prospective bidder is acknowledging they are aware of this resource, in the event they have the opportunity to hire additional employees as a result of receiving a contract from the County.

33. ECONOMIC BENEFIT FACTOR.

33.1 Examples of economic benefits to be derived from a contract shall include any, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- 33.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- 33.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses; and
- 33.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

33.2 Social Responsibility

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

34. **INQUIRIES.** Any inquiries relative to this bid should be directed to the Buyer, Christine Carpenter, at 410-887-3361 or via e-mail ccarpenter@baltimorecountymd.gov. All questions must be received, in writing, no later than five (5) business days before the bid due date.

35. **ELECTRONIC VERSION SUBMITTAL.**

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL**

SPECIFICATIONS

1. GENERAL.

- 1.1 The following is applicable to all Baltimore County flooring installations:
 - 1.1.1 Job Measurements: Contractor shall be responsible for all job measurements, and shall be responsible for obtaining necessary information to determine the need to extend carpet under fixtures, and closets, etc.
 - 1.1.2 Areas to be carpeted shall be turned over to the Contractor in a broom swept condition with floor surfaces in a sound condition acceptable to receiving carpeting.
 - 1.1.3 The removal of base board trim, if required, shall be the responsibility of the Contractor. Re-installation of base board trim shall be the responsibility of the Contractor. New installations of trim work shall be as directed.
 - 1.1.4 Removal of existing carpeting, if required, shall be the responsibility of the Contractor, unless directed otherwise.
 - 1.1.5 To insure proper installation, warranty, and certification of manufacturer, proper adhesive must be used on vinyl flooring. (i.e., Armstrong floor uses Armstrong adhesive, Mannington floor uses Mannington adhesive.)

2. PRODUCT

- 2.1 Carpet and Pad: as specified by Baltimore County.
- 2.2 Tackless strips: Pre-nailed water resistant plywood strips with rust resistant angular pins where applicable.
 - 2.2.1 Type: Architectural Type III
 - 2.2.2 Pin Length: 7/32"
 - 2.2.3 Wood Thickness: 9/32"
 - 2.2.4 Rows: 3
- 2.3 Tape: That which is recommended by carpet manufacturer.
 - 2.3.1 Tape Width: 2.5" minimum.
 - 2.3.2 Paper Tape will not be permitted.
- 2.4 Adhesive:
 - 2.4.1 Compatible with carpet and floor surfaces, as recommended by carpet manufacturer and equal to: Roberts Adhesive No. 41-3021, Chicago Mastic CMC-8, 3-M Blue Glue, Henry No. 134, Taylor No. 235. Seam cementing shall be as

recommended by manufacturer and or equal to: Roberts No. 41-4018 or Taylor No. 268 and;

2.4.1.1 Adhesives shall be non-toxic, water proof, white latex base.

2.4.1.2 Will provide adequate open time.

2.4.1.3 Of the type that is trowel spread using 1/8" square notches 1/8" apart to spread adhesive a minimum of 1/8" thick.

2.5 Accessories:

2.5.1 Transition Strips: "Roberts Universal", or equal, two piece transition reducer with vinyl insert strips.

2.5.2 Provide at all exposed edges of carpet where transition to other materials is made.

2.5.3 Provide vinyl edging/rings/trim at floor receptacles, cleanouts and access panels.

2.5.4 Access panels will be priced as an extra on each job if required.

2.6 Padding:

2.6.1 32 ounce synthetic fiber pad.

3. EXECUTION

3.1 Job conditions:

3.1.1 Area of work: Dry, with other work generally completed. Do not install carpet in any space until glazing, overhead work, painting, masonry and wet operations are completed.

3.1.2 Surfaces: Thoroughly dry; if directed, perform moisture test and obtain acceptable results before starting work.

3.1.3 Carefully check all physical dimensions and other conditions in the field and be responsible for proper fitting of carpet in all areas designated.

3.2 Preparation of Substrates:

3.2.1 Foreign Matter: Remove grease with solvents compatible with adhesives. Remove cement, plaster and other droppings by scraping as necessary.

3.2.2 Clean with commercial vacuum and damp mop area of application.

3.2.3 Dusting: If excessively dusty or powdery, treat with sealer, applied per manufacturer's recommendations. Promptly remove any excess sealer.

3.3 Review and Acceptance of Substrates:

3.3.1 The installation of carpet in any given room or space will indicate acceptance of the substrate, and any faulty carpet work occurring in the space shall be repaired at no cost to the owner.

3.4 Seam Layout:

- 3.4.1 Run seams with the long dimensions of the room.
- 3.4.2 Utilize as few seams as practical with no butt joints unless approved.
- 3.4.3 Make seams inconspicuous in finished work.
- 3.4.4 No seams at traffic pivot joints.
- 3.4.5 No seams shall occur perpendicular to doors or entries.
- 3.4.6 At corridors change of direction seams shall follow wall lines parallel to carpet direction.
- 3.4.7 The warp of the carpet on all stairs shall be parallel to the direction of traffic.
- 3.4.8 Seaming diagram may be required for approval by the PMDM, or authorized representative, prior to installation of carpet.

3.5 Direct Glue-Down Installation:

- 3.5.1 Positioning: Snap a chalk line to mark starting seam locations. Lay carpet flat and even but do not stretch. On large area cut several breadths in advance and lay out flat until ready for use.
- 3.5.2 Cut and Seam: Cut pieces of carpet to length, plus trim, and lay in place; form seams tightly by method as recommended by carpet manufacturer. Seal edge(s) as recommended by carpet manufacturer to prevent unraveling. Carpet shall butt base tightly with no overlapping or shortage from wall.
- 3.5.3 Adhesive Starter: Turn each piece back approximately three (3') feet from seam and spread uniformly for two (2') feet each side of chalk line.
- 3.5.4 Apply Carpet: Unroll first piece of carpet into adhesive. Roll out air bubbles diagonally toward seam. Unroll second piece toward seam and work out edge into adhesive to pick up sufficient adhesive to "butter" seam. Roll out air bubbles in second place piece toward seam.
 - 3.5.4.1 Stairways: Carpet shall be securely bonded to each tread and riser with carpet manufacturer's recommended adhesive for stair application. Each tread and rise shall be one continuous piece and shall be neatly fitted to the vertical surfaces on all sides with the carpet turned over the bull nose tread.
 - 3.5.4.2 Vertical Surfaces: Obtain manufacturer's recommendation on installation of carpet on vertical surfaces.
- 3.5.5 Roll out of Air Bubbles: (Essential to proper adhesion). Method of rolling may be varied at the discretion of the installer, but should cover the entire carpet with uniform, moderate pressure. Suitable rollers include a three (3") inch diameter long roller, weighing 5/8 lbs. or a length of carpet roll tubing. Do not use too heavy a roller that will tend to stretch the carpet and cause undue stress on seams.

- 3.5.6 Adhesive Field: Roll or fold up uncemented portion for the pieces toward seam, apply adhesive but omit adhesive for two (2') feet from uncemented edge where next seam will occur.
- 3.5.7 Complete Application: Unroll carpet into adhesive. Roll out air bubbles away from seams. Cut off excess carpet. Cut next length of carpet and lay in place. Repeat installation procedure.
- 3.6 Installation with Tackless strip and Pad:
 - 3.6.1 Tackless Strip: Fasten to floor as per manufacturer's recommendations leaving a margin or tuck-in space equivalent to above two-thirds (2/3) or the carpet thickness.
 - 3.6.2 Carpet Pad: Install carpet pad in largest possible lengths, using a minimum of sections.
 - 3.6.2.1 Secure pad to concrete substrate with manufacturer's recommended adhesive in order to prevent pad bucking, shifting, etc.
 - 3.6.2.2 Foam and sponge pads shall have seams taped with a minimum two (2") inch industrial tape.
 - 3.6.2.3 Slightly stretch pad in order to flatten and free it from bubbles and wrinkles.
 - 3.6.2.4 Pad seams shall be positioned so that they will not fall directly under carpet seams.
 - 3.6.2.5 Pad shall be trimmed flush to the inside edge of the tackless strip.
 - 3.6.3 Cut: Cut carpet to desired lengths and position side by side with pile lying in the same direction.
 - 3.6.4 Trim: Trim edges of lengthwise and crosswise seams as per manufacturer's recommendations.
 - 3.6.5 Seaming: Form seam as per manufacturer's recommendations
 - 3.6.5.1 Seam must withstand a sheet strength of not less than 100 lbs. per linear inch at 120 degrees F.
 - 3.6.5.2 Cut carpet as required by columns, penetrations, and other project conditions with maximum possible overage. Position the seams made by those cuts first.
 - 3.6.6 Apply Carpet: Carpet shall be power stretched to ensure that it is sufficiently tight to prevent wrinkling, buckling, etc. Carpet shall be secured to the floor at all vertical surfaces with tackless strips as specified herein.
 - 3.6.6.1 Do not overstretch carpet. Follow carpet manufacturer's installation instructions to ensure proper installation of carpet.
 - 3.6.6.2 On all finished edges of carpet where it abuts on adjacent floor at the same or different level, transition strips must be applied as specified herein.

3.7 Installation of Transition Strips:

3.7.1 Cement metal/vinyl received to the floor surface with the manufacturer's recommended adhesive.

3.7.2 Provide the longest possible lengths with a minimum number of joints.

3.7.3 Joint locations shall be shown on all shop drawings if requested.

3.8 Cleaning:

3.8.1 After installation is completed, remove all dirt, adhesive, and any spots with suitable spot remover. Remove all cuttings, vacuum carpet thoroughly and leave clean and perfect.

3.8.2 Any and all damage caused to paint, walls, woodwork, doors, etc., as a result of the carpet installation, shall be repaired or replaced at no cost to the owner.

3.8.3 All left over pieces in excess of one (1) yard shall be left on the job and shall become the property of the owner. Store leftover materials at locations indicated by the PMDM, or authorized representative.

3.8.4 Contractor must provide all equipment (vacuum cleaner, etc.) used to complete thorough clean-up of job site.

3.9 Completion:

3.9.1 Finished installation shall be smooth without shags, ripple, bubbles, stretching, open seams, gaps at walls, or other irregularities that will detract from appearances of the carpet.

3.10 Protection:

3.10.1 When requested by the County, carpet shall be protected with four (4) mil clear plastic wrap or equal during remaining work until final acceptance.

3.10.2 Damaged carpeting shall be replaced at the Contractor's expense.

3.10.3 Upon completion of the work when directed by the PMDM or authorized representative, the covering shall be removed, the carpet vacuum cleaned, soiling removed and the carpet left in perfect condition to the satisfaction of the owner.

4. CERTIFICATION

4.1 Carpet manufacturer's certification that the carpet installed at the project site meets or exceeds these specifications in all respects.

4.2 Certify that all adhesives used are recommended for use indicated herein.

4.3 These certificates shall be furnished to PMDM, or authorized representative, indicating project location and date(s) work completed.

- 4.4 Copies of manufacturer's Maintenance Manual for the carpets specified and accepted will be furnished to the Baltimore County Property Management Division, 12200A Long Green Pike, Glen Arm, Maryland 21057 (6 copies).

5. GUARANTEE

- 5.1 Condition – Provide workmanship and materials, covering repair of: Seams, rolls, waves, bubbles, shrinkage, de-lamination, adhesive release or puckering and any other defects in material or workmanship.
- 5.2 Wear Guarantee – If the surface pile in any given area wears more than 10% within ten (10) years, the area will be replaced with carpet of comparable quality and color.
- 5.3 Installation Guarantee – All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance by the County against any and all defects in workmanship and installation. Guarantee includes if carpet becomes loose or wrinkled within guarantee period the installation Contractor shall re-stretch carpet at no additional cost to the owner.
- 5.4 Guarantees shall be furnished to PMDM, or his approved representative, upon completion and acceptance of the work within fifteen (15) days.

6. ADDITIONAL WORK

- 6.1 Door Cutting: Door Cutting will normally be the responsibility of Baltimore County. The following information is provided if it is mutually agreed upon that door cutting will be performed by the Contractor.
- 6.1.1 Wood – Cutting procedure shall be as in the best practices of the trade and not limited to the following:
- 6.1.1.1 Scribing or scoring both sides of the finished door where cut is to be made.
- 6.1.1.2 Cut to be made through use of a hand power saw or table saw with a "smooth finishing" or "planning" blade.
- 6.1.1.3 Where bottom door "styles" are cut to less than 1/2" thick they will be removed and replaced.
- 6.1.1.4 Cut surface and edges will be sanded smooth. Surface will then be refinished to match existing.
- 6.1.2 Metal – same as for wood except that compatible metal materials and metal cutting and finishing procedure will be used.
- 6.1.3 Trim Work (new):
- 6.1.3.1 Shall be as directed.
- 6.1.3.2 Where trim is to match existing, no material submittal is required.
- 6.1.3.3 Where trim is all new, a material submittal is required for both trim and adhesive/fastening method to include color selection.

6.1.3.4 Cove Base/Trim – shall be vinyl, 10 cm. (4”) high. Adhesives shall be a waterproof and stabilized type as recommended by the product manufacturer. Asphalt emulsions and other non-waterproof types will not be acceptable.

6.1.3.5 All installation work shall be as in the best practices of the trade.

6.2 Floor Preparation:

6.2.1 Shall be as directed.

6.2.2 Shall be in the best practices of the trade but not limited to:

6.2.2.1 Removal of all foreign matter to include grease, solvents, cement, plaster and other droppings by scraping, sanding, or other means so as not to cause damage to the substrates.

6.2.2.2 Fill in cracks, holes and surface penetrations with a compatible filler to achieve a smooth level surface. For applications over V.A.T. surfaces Contractor shall assure all loose tiles are secure to the substrate and all missing tiles are replaced. It is not necessary to match existing tiles in color or pattern only in material, size and thickness.

6.2.2.3 Substrate surfaces shall then be removed of dust or powder materials, damp mopped and treated with a sealer compatible with required installation if necessary.

6.3 Carpet/V.C.T. Removal:

6.3.1 Shall be as directed.

6.3.2 Shall be performed in the best practices of the trade.

6.3.3 Removal process may be by machine or by hand.

6.3.4 All old adhesives shall be removed by machines or hand sanding. Chemical removal is not acceptable.

6.3.5 Contractor is responsible for all containment of airborne dust and particles.

6.3.6 Contractor is solely responsible for removal of all debris from the job site.

6.4 Furniture Moving:

6.4.1 Where there may be an extraordinarily heavy piece of furniture or computer and electrical equipment, the Contractor shall notify the County and adjustments will be made prior to any installation of carpeting. The PMDM, or authorized representative, will determine what will be considered an extraordinarily heavy piece of furniture.

6.4.2 Shall be as directed only to facilitate the installation of carpet.

6.4.3 Upon request the Contractor shall jointly accompany a representative from Property Management, to the job site whereupon the items to be moved will be identified.

- 6.4.4 Items will be inspected jointly for damage with annotations being made as appropriate.
- 6.4.5 Upon completion of the carpet installation, Contractor shall replace moved furniture. Damage caused by the direct result of the Contractor move will be the sole liability of the Contractor.
- 6.4.6 The Contractor is responsible for providing all necessary equipment, materials and manpower for these moves.
- 6.4.7 The Contractor must provide adequate manpower to facilitate the moving of furniture. The number of men assigned to any given job must be agreed upon between the Contractor and the PMDM, or authorized representative.

7. **AVAILABILITY** All carpet bids must be line run items and not specialty items. Bidders shall submit with their Bid proposal a letter on the manufacturer's letterhead certifying that items are line run items. Failure to submit may cause the Bid to be declared non-responsive.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL**

DETAIL SPECIFICATIONS

The bidder shall complete EVERY space in Column B - BIDDER'S SPECIFICATIONS column. The bidder shall indicate that the item being bid is exactly as specified by stating "AS SPECIFIED" in COLUMN B next to each item of the specifications. If the item being bid is not as specified, a full explanation of the deviation must be given.

**COLUMN A
COUNTY'S SPECIFICATIONS**

**COLUMN B
BIDDER'S SPECIFICATIONS**

1. **Level Loop Carpet (Standard Grade)**
Shaw Potential 28, Direct Link,
or approved equal
 - 1.1 Fiber: solution dyed nylon.
 - 1.2 Yarn weight: 28 ounces per square yard.
 - 1.3 Pile Height: 3/16" minimum.
 - 1.4 Stitches per inch: 8 minimum.
 - 1.5 Gauge: 1/8" minimum.
 - 1.6 Width: 12'.
 - 1.7 Static Control: 3.5KV or less at 70 degrees F and 20% humidity guaranteed for the life of the carpet.
 - 1.8 Flammability: Meets or exceeds Federal Standard DOC FF-1-70.
 - 1.9 Smoke Chamber: ASTM-E662 smoke density 450 or less using NBS smoke chamber test.
 - 1.10 Radiant Panel: ASTM E648, .45 watts/cm2 minimum.
 - 1.11 Wear Warranty: 10 years.
 - 1.12 Stay-Lok Pattern Backing

**COLUMN A
COUNTY'S SPECIFICATIONS**

**COLUMN B
BIDDER'S SPECIFICATIONS**

**2. Level Loop Carpet (Higher Grade)
Shaw Change in Attitude BL, or approved
equal**

- 2.1 Fiber: Antron III, Avalar, or Invista; solution dyed nylon.
- 2.2 Yarn weight: 28 ounces per square yard.
- 2.3 Pile Height: 3/16" minimum.
- 2.4 Stitches per inch: 8 minimum.
- 2.5 Gauge: 1/8" minimum.
- 2.6 Width: 12'.
- 2.7 Static Control: 3.5KV or less at 70 degrees F and 20% humidity guaranteed for the life of the carpet.
- 2.8 Flammability: Meets or exceeds Federal Standard DOC FF-1-70.
- 2.9 Smoke Chamber: ASTM-E662 smoke density 450 or less using NBS smoke chamber test.
- 2.10 Radiant Panel: ASTM E648, .45 watts/cm² minimum.
- 2.11 Wear Warranty: 10 years.
- 2.12 Stay Lok Pattern Backing

**3. Cut Pile Carpet
Cambridge Route 66 Exit 36, or approved
equal**

- 3.1. Fiber: Ultron 3D, Antron III, or Anso IV Type 66 Nylon LXI.
- 3.2 Yarn weight: 36 ounces per square yard.
- 3.3 Pile Height: 5/16".

DETAIL SPECIFICATIONS CONTINUED, Page 3

COLUMN A

COUNTY'S SPECIFICATIONS

COLUMN B

BIDDER'S SPECIFICATIONS

- 3.4 Stitches Per Inch: 10 minimum.
- 3.5 Gauge: 1/10" minimum.
- 3.6 Width: 12'.
- 3.7 Static Control: 3.5KV or less at 70 degrees F and 20% humidity guaranteed for the life of the carpet.
- 3.8 Flammability: Meets or exceeds Federal Standard DOC FF-1-70.
- 3.9 Smoke Chamber: smoke density 450 or less using NBS smoke chamber test.
- 3.10 Radiant Panel: ASTM #648, .45watts/cm2 minimum.
- 3.11 Wear warranty: 10 years

**4. Carpet, Tile
Tandus, "Circulet #02888" with Powerbond
Cushion RS, or approved equal.**

- 4.1 Color: #14201, Balsawood
- 4.2 Powercushion RS Backing
- 4.3 Carpet Tile Size: 36" x 36"
- 4.4 Pattern Scale: Large
- 4.5 Pattern Type: Geometric
- 4.6 Construction: Stratatec® Patterned Loop
- 4.7 Face Weight: 18 oz/sq yd, 610.2 g/sqm
- 4.8 Stitches Per Inch: 10.2 stitches / inch, 40.2 stitches/10 cm

DETAIL SPECIFICATIONS CONTINUED, Page 4

COLUMN A

COUNTY'S SPECIFICATIONS

COLUMN B

BIDDER'S SPECIFICATIONS

- 4.9 Pile Height Average: 0.187 inch,
4.8 mm
- 4.10 Tufted Texture-Twist Loop
- 4.11 Dye Method: Solution / Yarn
- 4.12 Gauge: 1/10
- 4.13 Stitches Per Inch: 8.33
- 4.14 Pile Thickness: .119 Inches
- 4.15 Tufted Yarn Weight: 26 Ounces Per
Square Yard

**5. Carpet Tile
Shaw Change in Attitude TL, or approved
equal**

- 5.1 Fiber: 66% Eco Solution Q Nylon, 34%
Space Dyed Nylon
- 5.2 Yarn weight: 26 ounces per square
yard.
- 5.3 Pile Height: 3/16" minimum.
- 5.4 Stitches per inch: 8 minimum.
- 5.5 Gauge: 1/8" minimum.
- 5.6 Size: 24" x 24"
- 5.7 Static Control: 3.5KV or less at 70
degrees F and 20% humidity
guaranteed for the life of the carpet.
- 5.8 Flammability: Meets or exceeds
Federal Standard DOC FF-1-70.
- 5.9 Smoke Chamber: ASTM-E662 smoke
density 450 or less using NBS smoke
chamber test.
- 5.10 Radiant Panel: ASTM E648, .45
watts/cm² minimum.

COLUMN A
COUNTY'S SPECIFICATIONS

COLUMN B
BIDDER'S SPECIFICATIONS

5.11. Wear Warranty: 10 years.

5.12. Ecoworks Backing

6. Vinyl Composition Tile
Armstrong Standard Excellon Series, or
approved equal

6.1 1/8" thick vinyl composition tile

6.2 Size: 12" x 12"

6.3 Full Color Line

6.4 45 pieces per box.

6.5 Must use Armstrong S-750 adhesive.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _____

ADDRESS: _____

_____ (City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

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

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

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 3:00 p.m.**

PRICE SHEET PAGE 1 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 360-10 Carpet, Level Loop, Standard Grade, Furnish and Install, Direct Glue Down, Shaw Potential 28, Direct Link, or approved equal.	2,000	Sq Yd	\$ _____	\$ _____
2	COMMODITY CODE: 360-10 Carpet, Level Loop, Higher Grade, Furnish and Install, Direct Glue Down, Change in Attitude.BL, or approved equal.	2,000	Sq Yd	\$ _____	\$ _____
3	COMMODITY CODE: 360-10 Carpet, Cut Pile, Furnish and Install, Cambridge Route 66 Exit 36, or approved equal.	200	Sq Yd	\$ _____	\$ _____
4	COMMODITY CODE: 360-10 Carpet, Tile, Tandus, "Circulet #02888", 36" x 36" Tiles with Powerbond Cushion RS. Color: #14201, Balsawood Mannington Gametime III, 26 oz., furnish and install, or approved equal.	2,000	Sq Yd	\$ _____	\$ _____
5	COMMODITY CODE: 360-10 Carpet, Tile, Shaw Change in Attitude.TL,, furnish and install, or approved equal.	2,000	Sq Yd	\$ _____	\$ _____
6	COMMODITY CODE: 360-77 Tile, 12x12, 1/8" thick vinyl composition tile. Armstrong Standard Excellon Series, 45 pieces/box, full color line, furnish and install. (Must use Armstrong S-750 adhesive).	15,000	Sq Ft	\$ _____	\$ _____
7	COMMODITY CODE: 360-30 Carpet, Pad, 32 oz fiber pad, furnish and install.	1,000	Sq Yd	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 3:00 p.m.

PRICE SHEET PAGE 2 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
8	COMMODITY CODE: 360-07 Base, Cove, Furnish and Install, 6" Vinyl Johnsonite or Nafco, 1/8 inch gauge, standard running line.	2,000	Ln Ft	\$ _____	\$ _____
9	COMMODITY CODE: 360-07 Base, Cove or Straight, Furnish and Install, 4" Vinyl Johnsonite or Nafco, 1/8 inch gauge, standard running line. Transition Strip, Door, Vinyl, furnish and install	10,000	Ln Ft	\$ _____	\$ _____
10	COMMODITY CODE: 360-22 Transition Strip, Door, Vinyl, furnish and install.	2,000	Ln Ft	\$ _____	\$ _____
11	COMMODITY CODE: 360-58 Reducer Tile, Black or Brown.	200	Ln Ft	\$ _____	\$ _____
12	COMMODITY CODE: 910-09 Prefinished Shoe Moulding, remove and replace.	100	Ln Ft	\$ _____	\$ _____
13	COMMODITY CODE: 910-09 Luan plywood, remove and replace.	200	Sq Yd	\$ _____	\$ _____
14	COMMODITY CODE: 910-09 Bar, Carpet, Gold, 1 1/4".	15	Ln Ft	\$ _____	\$ _____
15	COMMODITY CODE: 910-09 Move furniture for flooring installation.	2,500	Sq Yd	\$ _____	\$ _____
16	COMMODITY CODE: 910-09 Move/Lift cubicle partition walls.	2000	Sq Yd	\$ _____	\$ _____
17	COMMODITY CODE: 360-10 Labor to take up carpet and/or carpet tile.	5000	Sq Yd	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 3:00 p.m.**

PRICE SHEET PAGE 3 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
18	COMMODITY CODE: 360-10 Labor to take up vinyl tile.	5,000	Sq Ft	\$ _____	\$ _____
19	COMMODITY CODE: 910-09 Labor to take up cove base 6", 4", or 2 1/2".	3,000	Ln Ft	\$ _____	\$ _____
20	COMMODITY CODE: 910-09 Labor and material to skim floor, Ardex Feather Finish.	75,000	Sq Ft	\$ _____	\$ _____
21	COMMODITY CODE: 910-09 Labor to cut, bind, and install carpet base.	50	Ln Ft	\$ _____	\$ _____
22	COMMODITY CODE: 910-09 Labor to upholster carpet. Electrical boxes, 15" round rubber tile plates, furnish and install.	50	Ln Ft	\$ _____	\$ _____
23	COMMODITY CODE: 910-09 Electrical boxes, 15" round rubber tile plates, furnish and install.	20	Each	\$ _____	\$ _____
24	COMMODITY CODE: 910-09 Electrical boxes, 4" or 6" round rubber tile plates, furnish and install.	10	Each	\$ _____	\$ _____
25	COMMODITY CODE: 910-09 Overtime labor to install 4" or 6" base. Overtime labor in addition to regular rates.	6000	Ln Ft	\$ _____	\$ _____
26	COMMODITY CODE: 910-09 Overtime labor for Vinyl Composition Tile. Overtime labor in addition to regular rates. Overtime labor includes removal or installation of Vinyl Composition Tile, or skimming of floor, if needed	42,000	Sq Ft	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 3:00 p.m.**

PRICE SHEET PAGE 4 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
27	COMMODITY CODE: 910-09 Overtime labor to install Luan plywood. Overtime labor in addition to regular rates.	300	Sq Ft	\$ _____	\$ _____
28	COMMODITY CODE: 910-09 Overtime labor to install shoe moulding. Overtime labor in addition to regular rates.	50	Ln Ft	\$ _____	\$ _____
29	COMMODITY CODE: 910-09 Overtime labor to move furniture. Overtime labor in addition to regular rates.	2,500	Sq Yd	\$ _____	\$ _____
30	COMMODITY CODE: 910-09 Overtime labor to install carpet. Overtime labor in addition to regular rates.	2,500	Sq Yd	\$ _____	\$ _____
31	COMMODITY CODE: 360-10 Overtime labor, Electrical boxes, 15" round rubber tile plates, furnish and install. Overtime labor in addition to regular rates.	10	Hour	\$ _____	\$ _____
32	COMMODITY CODE: 910-09 Overtime Labor, Electrical boxes, 4" or 6" rubber tile plates, furnish and install. Overtime labor in addition to regular rates.	100	Hour	\$ _____	\$ _____
33	COMMODITY CODE: 910-09 Overtime labor to take up vinyl base. Overtime labor in addition to regular rates.	1,000	Hour	\$ _____	\$ _____
34	COMMODITY CODE: 910-09 Overtime labor for carpet base. Overtime labor in addition to regular rates.	10	Ln Ft	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1401
TERM CONTRACT FOR FLOORING, SUPPLY AND INSTALL
Due Date: 08/29/2019 3:00 p.m.**

PRICE SHEET PAGE 5 OF 56		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
35	COMMODITY CODE: 910-09 Minimum trip charge to make repairs.	300	Each	\$ _____	\$ _____
36	COMMODITY CODE: 910-09 Labor to make repairs.	100	Hour	\$ _____	\$ _____
37	COMMODITY CODE: 910-09 Overtime Labor to make repairs. Overtime labor in addition to regular rates.	100	Hour	\$ _____	\$ _____
38	COMMODITY CODE: 360-10 Carpet, Tandus, "Circulet #02888", 6' Roll with Powerbond Cushion RS. Color: #14201, Balsawood, furnish and install, or approved equal	600	Sq Yd	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____