

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



INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES

Revised Due Date: 02/04/08, Time: 2:00 PM

AMENDMENT NO. 02  
DATED 01/25/08

KATHY MADARY, C. P. M., STAFF BUYER  
PHONE: 410-887-3888  
EMAIL: [kmadary@baltimorecountymd.gov](mailto:kmadary@baltimorecountymd.gov)

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

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

\_\_\_\_\_  
Signature

**BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES**

**AMENDMENT 2**

The following questions, answers, and clarifications are made to this solicitation:

1. A question was received: "Is it a requirement to submit the certificate of insurance with the bid?"  
  
Answer: It is a requirement of the bid to show proof of insurance coverage with the Contractor's bid. For purposes of bid submittal, an Acord form is acceptable. If the Contractor is told that they are the lowest responsive and responsible bidder, they will be required to have their insurance carrier execute the Baltimore County form on Page 16 of the bid document.
  
2. A clarification is made regarding M/WBE participation and subcontracting goals. If a M/WBE company bids as a prime contractor, they must still strive to achieve subcontracting to a M/WBE firm, or submit a waiver request to the requirements in the bid. This supercedes any conflicting statements that may have been made during the pre-bid meeting.
  
3. On Page 34, add the following:  
  
1.3.8 Mowing Table  
  
1.3.8.1 As requested by the PMDM or his designated representative, a mowing table shall be installed at the same time as the fencing, as per one of the specified details, Attachment A (Section "B-B", Mowing Table Property Line Fence) or Attachment B (Section "C-C", Mowing Table, Field Fence), using 3000 PSI concrete. Asphalt impregnated fiber expansion joints shall be located at intervals not to exceed twenty (20) feet. Expansion joints shall be located a minimum distance of twelve (12) inches from either side of any post. Fence posts will be located along the center line of the mowing table and a concrete joint is to be scored at each post.  
  
1.3.8.2 All items of labor, materials, equipment, fuel, and incidentals related to the performance of the work shall be included in the price.
  
4. On Page 39, add the following:  
  
11.3 Mowing Table  
  
11.3.1 Paid for per linear foot. The contract bid price shall include all necessary excavation, furnishing and placing all concrete materials, including expansion material, backfilling, tamping, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the item.
  
5. Delete Page 41, Price Sheet, and replace with Revised Price Sheet.
  
6. The bid due date is hereby revised from 01/31/08 at 2:15 PM to 02/04/08 at 2:00 PM.
  
7. All other terms and conditions remain the same.

**BALTIMORE COUNTY, MARYLAND**  
**INVITATION TO BID NO. 206497**  
**TERM CONTRACT FOR ON-CALL FENCING SERVICES**  
**Due Date: 02/04/08, Time: 2:00 P.M.**

REVISED PRICE SHEET PAGE 1 OF 1		INVITATION TO BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	COMMODITY CODE: 988-15-018164 Labor, fencing, mechanic, skilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.)	2900	Hour	_____	_____
00002	COMMODITY CODE: 988-15-018165 Labor, fencing, laborer, unskilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.)	2800	Hour	_____	_____
00003	COMMODITY CODE: 988-15-018166 Labor, fencing, mechanic, skilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays)	5	Hour	_____	_____
00004	COMMODITY CODE: 988-15-018167 Labor, fencing, laborer, unskilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays)	5	Hour	_____	_____
00005	COMMODITY CODE: 988-15-018168 Materials, fencing, cost x unit price multiplier (overhead and profit)	150000	Dollr	_____	_____
00006	COMMODITY CODE: 988-15-038578 Strip, mowing, 3000 PSI concrete, fencing, as per specifications	3650	Lf	_____	_____

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

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

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





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



**INVITATION TO BID NO. 206497**  
**TERM CONTRACT FOR ON-CALL FENCING SERVICES**

Revised Due Date: 01/31/08, Time: 2:15 PM

**AMENDMENT NO. 01**  
**DATED 01/22/08**

**KATHY MADARY, C. P. M., STAFF BUYER**  
**PHONE: 410-887-3888**  
**EMAIL: [kmadary@baltimorecountymd.gov](mailto:kmadary@baltimorecountymd.gov)**

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

1. The following change is made to the solicitation:  
The Bid due date is hereby revised from 01/28/08, at 2:00 PM, to 01/31/08, at 2:15 PM.
2. All other terms and conditions remain the same.

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

\_\_\_\_\_  
Signature

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



INVITATION TO BID NO. 206497

**TERM CONTRACT FOR ON-CALL FENCING SERVICES**

Due Date: 01/28/08, Time: 2:00 PM

Pre-Bid Conference: 01/14/08, Time: 10:00 AM

KATHY MADARY, C. P. M., STAFF BUYER  
PHONE: 410-887-3888  
EMAIL: [kmadary@baltimorecountymd.gov](mailto:kmadary@baltimorecountymd.gov)

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

BIDDER CHECK LIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?

**BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES**

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**BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES**

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

**1. Instructions, Forms and Specifications**

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

1.2 Responses to Invitations to Bid and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Bureau. 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 Bureau. 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 Bureau.

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 Bureau 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 Bureau 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 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 Quotations and Invitations to 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 Invitations to 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 Bureau. 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 Business Enterprise (MBE) and Small Business Notice:** Although there is no requirement that the Contractor be an MBE, a Women-Owned Enterprise (WBE), or a Small Business, M/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 Bureau must deliver written protests to the Purchasing Bureau 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 Bureau.

**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.

**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. Requests for Proposals:** In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

17.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

17.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

17.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

### *17.4 Additional Reservations for RFP's*

17.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

17.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

17.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law court order or subpoena.

**BALTIMORE COUNTY, MARYLAND  
PROCUREMENT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] \_\_\_\_\_ and I am duly authorized to represent and bind [business] \_\_\_\_\_ (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, nor any of its officers, directors, partners, members, affiliates, or any of its employees 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 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

\_\_\_\_\_

\_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
- (6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

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

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, 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. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

(If none, so state).

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

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

**K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT**

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

#### L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Contractor 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. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

#### M. 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 March 5, 2004 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 certified MBE with

Maryland State Department of Transportation (MDOT)

City of Baltimore

Other Program: \_\_\_\_\_

\_\_\_ The Business is a certified WBE with

Maryland State Department of Transportation (MDOT)

City of Baltimore

Other Program: \_\_\_\_\_

\_\_\_ The Business is not a certified MBE or WBE, however:

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

\_\_\_ The Business anticipates utilizing MBE or WBE subcontractors for \_\_\_% of the work on 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.

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

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

Name:

Title:

(Authorized Representative and Affiant)



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

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

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

Ethnicity of Ownership (Check Only One)			
<input type="checkbox"/> A	Asian American	<input type="checkbox"/> I	American Indian/Alaskan Native
<input type="checkbox"/> B	African American	<input type="checkbox"/> N	Non-minority
<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> 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 Bureau 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.

#### 1.2 Certificate 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 a Certificate of Insurance provided by the County, or an exact replica thereof, evidencing the required coverages.

#### 1.3 Baltimore County as 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 and its agents, employees, officers, directors, and appointed and elected officials 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 - \$250,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$250,000 each employee

#### 2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

##### Minimum Limits of Coverage:

\$100,000 Per Claim and Each Occurrence  
\$100,000 in the Aggregate

#### 2.5 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
CERTIFICATE OF INSURANCE

THIS FORM MUST BE COMPLETED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL AND EXTENSION TERMS.

TO: BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
400 Washington Avenue, Room 148
Towson, Maryland 21204

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Solicitation/Contract/Purchase Order No.; and
(2) The following insurance has been issued, is in force, and conveys all the rights and privileges afforded under the policy and as required under the Solicitation/Contract/Purchase Order; and

Table with 4 columns: Type of Insurance, Insurance Company, Policy Numbers, Amt. Of Coverage. Rows include General Liability, Automobile Liability, Worker's Compensation and Employers' Liability, Valuable Papers and Electronic Data, and Other.

- (3) General Liability, Automobile Liability and Valuable Papers and Electronic Data insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
(4) The Worker's Compensation and Employers' Liability insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as a certificate holder.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above; thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Name of Insurance Company or Agency

Address

City, State, Zip Code

Area Code/Telephone No.

Signature of Authorized Representative of Insurance Company or Agency

Type/Print Name

Date

This Certificate of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. Insurer may provide ACORD Certificates of Insurance also reflecting policy duration and amount of coverage, however, in the event of any conflict between the Certificate of Insurance form and any ACORD forms, the terms and conditions of Baltimore County's Certificate of Insurance form shall prevail.

MINORITY BUSINESS ENTERPRISES PARTICIPATION  
BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET AND FINANCE, PURCHASING BUREAU

GENERAL

**County Policy:** It is the policy of Baltimore County, Maryland that minority business enterprises and women business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole by County funds. A minimum goal of 12% is to be awarded, in the aggregate, to MBE firms.

**Responsibility:** The bidder agrees to ensure that minority business enterprises and female contractors as defined by the Executive Order have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole with County funds provided under this Agreement. In this regard, all bidders shall take all necessary and reasonable steps to ensure that minority business enterprises and female contractors have the maximum opportunity to compete for and perform contracts. Baltimore County, Maryland, and its bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

DEFINITIONS

For the purpose of these requirements, the following terms apply:

APPROVED MBE LISTINGS

Published compilations of approved and certified minority businesses, contractors, subcontractors, material suppliers, etc.:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT),  
MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE.

BC DPW

Baltimore County Department of Public Works.

BC MBE OFFICER

The Baltimore County employee who provides guidance to the County on MBE-related matters pertaining to applicable procurements.

BUSINESS ENTERPRISE

Any legal entity which is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

COUNTY

Baltimore County, Maryland

COUNTY REPRESENTATIVE

MBE Officer or an employee of the County who deals with laws and regulations pertaining to minority business enterprises – Can be reached at (410) 887-3407 for more information regarding the MBE program.

MINORITY BUSINESS ENTERPRISE (MBE)

A business which is owned and controlled by one or more minority persons or one or more women as defined below:

**Minority:** An individual who is black, Hispanic, Asian American, or American Indian, regardless of race or ethnicity, pursuant to the County's Minority Business Enterprise Program guidelines.

**Women:** A female, regardless of race or ethnic background.

**Owned and controlled:** A small business which is:

A sole proprietorship legitimately owned by an individual who is a minority person;

A partnership controlled by minority persons and in which at least 51% of the ownership is held by minority persons;  
or

A corporation controlled by minority persons and in which at least 51% of the ownership and managerial control is held by minority persons pursuant to the County's Minority Business Enterprise Program guidelines.

### MBE PARTICIPATION PROGRAM

The following documents submitted by the bidder or the proposer pursuant to the bid solicitation:

- Schedule for Participation of Minority Business Enterprises;
- Minority Contractor Project Disclosure and Participation Statement;
- Minority Contractor Unavailability Certificate (if appropriate);

### MDOT

Maryland Department of Transportation.

### BIDDER'S ACTION

Seeking Commitments: The bidder will seek commitments, by subcontract or otherwise, from minority business enterprises for supplies and services, any combined value of which equals or exceeds the appropriate percent of the total value of the contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE goal expenditures for materials and supplies obtained from MBE suppliers and manufacturers, provided that the MBE's assume the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: The apparent low bidder shall submit to the County, with their bid, the following information:

- a. The name of an employee designated as the bidder's liaison officer for minority affairs.
- b. A completed Schedule for Participation of Minority Business Enterprises from among those names appearing in the Approved MBE Listings.
- c. A Minority Contractor Project Disclosure and Participation Statement, completed and signed by the prime contractor and minority business enterprise for each minority business listed in the Schedule of Participation.
- d. If the proposed MBE participation does not meet the MBE contract goal, information sufficient to demonstrate that the bidder has made every effort to meet these goal will be required.

### RECORDS AND REPORTS

Records to be Kept: The bidder will keep such records as are necessary to determine compliance with its minority business enterprise utilization obligations. These records to be kept by the bidder will be designed to indicate:

- a. The actual minority and non-minority contractors, type of work being performed and actual values of work, services and procurement.
- b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain services of minority business enterprises on this project.

Quarterly Reports: The bidder will submit reports on a quarterly basis of contracts and other business transactions executed with minority business enterprises. These reports will be submitted within the first week of the month following the end of the quarter. If the bidder cannot submit his/her report on time, he/she will notify the Representative and request additional time to submit the report. Failure of the bidder to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the County upon written request.

Retaining Records: All such records must be retained for 3 years following completion of the contract work and be available for inspection by the County.

## ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

**Investigation and Notification:** Whenever the County believes the bidder or any subcontractor may not be operating in compliance with the terms of these provisions, the County Representative will conduct an investigation. If the County Representative finds the bidder or any subcontractor not in compliance with these provisions, he/she will notify such contractors in writing of such steps as will, in the judgment of the County, bring such contractor into compliance.

**Report of Noncompliance:** If the contractor fails or refuses to perform fully such steps, the Representative will make a final report of noncompliance to the County for possible imposition of one or more of the sanctions listed below:

- a. Termination of the contract;
- b. Withholding a percentage of progress payment;
- c. Referral to the Office of the County Attorney for follow-up action;
- d. Denial to the contractor or any subcontractor of the right to participate in any future contracts awarded by the County;
- e. Other action, as appropriate, within the discretion of the County.

## DETERMINATION OF BID RESPONSIVENESS

**Request for Deviation:** If the bidder is unable to procure from minority business enterprises (by subcontract or otherwise), supplies and services, any combined value of which equals the appropriate percent of the total value of the contract, he/she will request, in writing, a deviation from goal requirements. This request will be reviewed by the BC MBE Officer. To obtain such a waiver, the bidder must submit the following information:

- a. A detailed statement of the efforts made to contact and negotiate with MBE's including: (1) the dates, names, addresses and telephone numbers of MBE's who were contacted; (2) a description of the information provided to MBE's regarding the work to be performed; and (3) a detailed statement of the reasons why additional prospective agreements with MBE's were not reached.
- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBE's in order to increase the likelihood of achieving the goals.
- c. For each MBE contacted but considered not qualified, a detailed statement of the reasons for the bidder's conclusion.
- d. For each MBE contacted, but unavailable:
  - (1) A Minority Contractor Unavailability Certificate signed by the Minority Business Enterprise, or
  - (2) A statement from the bidder that the MBE refused to give such written certification after reasonable request.

**Penalties:** The apparent low bidder's failure to perform in providing a responsive MBE Program as required may result in rejection of the bid. Award may be made to the next lowest responsive, responsible bidder, or, at the County's option, the work may be resolicited.

**Cooperation in Reviews:** The bidder will cooperate with the County Representative in any reviews of the contractor's procedures and practices with respect to MBEs which the Representative may from time to time conduct.

**Approval Required for Changes:** During the life of the contract, all plans to modify the approved MBE participation program will require the approval of the County/BC MBE Officer. This includes any changes to the items of work to be sublet or materials and services to be obtained which differ from those considered in the original MBE participation program.

**False, Misleading or Misrepresenting Information:** If the documents used to determine the status of an MBE contain false, misleading or misrepresenting information, the matter may be referred to the Office of Law for appropriate action. In addition, when directed by the County, the Contractor will terminate, without liability to the County, its contract with a disqualified MBE and promptly submit for approval, the contractor's plans for maintaining the appropriate MBE participation on the project.

**MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT**  
**Baltimore County, Maryland**  
**Minority Owned and Controlled**  
 (If any item does not apply, please mark "N/A")

1. PRIME CONTRACTOR – (NAME AND COMPLETE ADDRESS)	2. SOLICITATION NUMBER:
	3. SOLICITATION TITLE:

4. MINORITY FIRM: (Check One)     Individual     Partnership     Corporation     Joint Venture

5. THE UNDERSIGNED MINORITY FIRM IS PREPARED TO PERFORM THE WORK/SERVICE HEREIN DESCRIBED IN CONNECTION WITH THE CONTRACT.

Item Number: \_\_\_\_\_ Work or Service: \_\_\_\_\_  
 Agreed Dollar Amount for Supplies/Service: \$ \_\_\_\_\_  
 Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

Contract Begin Date	Contract Completion Date

6. MINORITY FIRM'S SUPERVISION STAFF TO INCLUDE FOREMEN

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Cell Ph No.: \_\_\_\_\_  
 Title: \_\_\_\_\_

7. PERCENTAGE OF WORK PERFORMED BY OTHER THAN OWN WORK FORCE: (Include Name and Address of Company) \_\_\_\_\_ %

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. STATE THE TERMS OF ANY ORAL OR WRITTEN AGREEMENT(S) OR UNDERSTANDING(S) WITH NON-MINORITY PERSONS OR FIRMS RELATING TO ASSISTANCE, FINANCIAL OR OTHERWISE, TO BE PROVIDED BY SAID PERSONS OR FIRMS.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED MINORITY FIRM WILL ENTER INTO A CONTRACT WITH \_\_\_\_\_ (INSERT PRIME CONTRACTOR)  
 FOR THE WORK/SERVICE INDICATED ABOVE UPON THE PRIME CONTRACTOR'S EXECUTION OF A CONTRACT WITH BALTIMORE COUNTY. THE UNDERSIGNED MINORITY FIRM HAS BEEN REVIEWED AND APPROVED BY THE STATE OF MARYLAND OR THE CITY OF BALTIMORE AS A MINORITY BUSINESS ENTERPRISE AS OF \_\_\_\_\_ (Date) \_\_\_\_\_ (Certification Number)

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

SIGNATURE – MINORITY FIRM \_\_\_\_\_  
 Print or Type Name of Firm \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Employer Identification Number (FEIN): \_\_\_\_\_

SIGNATURE – PRIME CONTRACTOR \_\_\_\_\_  
 Print or Type Name of Firm \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Employer Identification Number (FEIN) \_\_\_\_\_

**MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT**  
**Baltimore County, Maryland**  
**Woman Owned and Controlled**  
 (If any item does not apply, please mark "N/A")

1. PRIME CONTRACTOR -- (NAME AND COMPLETE ADDRESS)	2. SOLICITATION NUMBER:
	3. SOLICITATION TITLE:

4. MINORITY FIRM: (Check One)     Individual     Partnership     Corporation     Joint Venture

5. THE UNDERSIGNED MINORITY FIRM IS PREPARED TO PERFORM THE WORK/SERVICE HEREIN DESCRIBED IN CONNECTION WITH THE CONTRACT.  
 Item Number: \_\_\_\_\_ Work or Service: \_\_\_\_\_

Agreed Dollar Amount for Supplies/Service: \$ \_\_\_\_\_  
 Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

Contract Begin Date	Contract Completion Date

6. MINORITY FIRM'S SUPERVISION STAFF TO INCLUDE FOREMEN

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Cell Ph No.: \_\_\_\_\_  
 Title: \_\_\_\_\_

7. PERCENTAGE OF WORK PERFORMED BY OTHER THAN OWN WORK FORCE: (Include Name and Address of Company) \_\_\_\_\_ %  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. STATE THE TERMS OF ANY ORAL OR WRITTEN AGREEMENT(S) OR UNDERSTANDING(S) WITH NON-MINORITY PERSONS OR FIRMS RELATING TO ASSISTANCE, FINANCIAL OR OTHERWISE, TO BE PROVIDED BY SAID PERSONS OR FIRMS.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THE UNDERSIGNED MINORITY FIRM WILL ENTER INTO A CONTRACT WITH \_\_\_\_\_ (INSERT PRIME CONTRACTOR)  
 FOR THE WORK/SERVICE INDICATED ABOVE UPON THE PRIME CONTRACTOR'S EXECUTION OF A CONTRACT WITH BALTIMORE COUNTY. THE UNDERSIGNED MINORITY FIRM HAS BEEN REVIEWED AND APPROVED BY THE STATE OF MARYLAND OR THE CITY OF BALTIMORE AS A MINORITY BUSINESS ENTERPRISE AS OF \_\_\_\_\_ (Date) \_\_\_\_\_ (Certification Number)

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

SIGNATURE -- MINORITY FIRM \_\_\_\_\_  
 Print or Type Name of Firm \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Employer Identification Number (FEIN): \_\_\_\_\_

SIGNATURE -- PRIME CONTRACTOR \_\_\_\_\_  
 Print or Type Name of Firm \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Date \_\_\_\_\_  
 Federal Employer Identification Number (FEIN): \_\_\_\_\_

**SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES**  
**Baltimore County, Maryland**  
**Minority Owned and Controlled**  
 (If any Item does not apply, please mark "N/A")

1. PRIME CONTRACTOR, NAME OF FIRM, ADDRESS (No., Street, City, State, Zip) TELEPHONE NO.

2. SOLICITATION TITLE

3. SOLICITATION NUMBER 4. TOTAL CONTRACT DOLLAR AMOUNT

5. LIST THE DATA REQUESTED FOR EACH MINORITY IN FIRM, INVOLVED IN THIS CONTRACT:

a. MINORITY FIRM Percentage of Total Contract

(Name of Firm) \_\_\_\_\_ %

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

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_

Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

b. MINORITY FIRM Percentage of Total Contract

(Name of Firm) \_\_\_\_\_ %

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

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_

Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

c. MINORITY FIRM Percentage of Total Contract

(Name of Firm) \_\_\_\_\_ %

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

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_

Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$ \_\_\_\_\_

MINORITY FIRMS TOTAL PERCENTAGE: \_\_\_\_\_ %

7. THIS FORM PREPARED BY: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Full Name

**DO NOT WRITE BELOW THIS LINE - BC USE ONLY**

APPROVED:  Yes  No

DATE: \_\_\_\_\_ SIGNATURE - County Minority Business Enterprise Officer

**SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES**

**Baltimore County, Maryland  
Woman Owned and Controlled**  
(If any Item does not apply, please mark "N/A")

1. PRIME CONTRACTOR, NAME OF FIRM, ADDRESS (No., Street, City, State, Zip) \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

2. SOLICITATION TITLE \_\_\_\_\_

3. SOLICITATION NUMBER \_\_\_\_\_

4. \$ \_\_\_\_\_  
TOTAL CONTRACT DOLLAR AMOUNT

5. LIST THE DATA REQUESTED FOR EACH MINORITY IN FIRM, INVOLVED IN THIS CONTRACT:

a. MINORITY FIRM \_\_\_\_\_ Percentage of Total Contract \_\_\_\_\_  
 (Name of Firm) %  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_  
 Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

b. MINORITY FIRM \_\_\_\_\_ Percentage of Total Contract \_\_\_\_\_  
 (Name of Firm) %  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_  
 Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

c. MINORITY FIRM \_\_\_\_\_ Percentage of Total Contract \_\_\_\_\_  
 (Name of Firm) %  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)

Item No. and Description of work or service to be performed: \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract Completion Date \_\_\_\_\_  
 Agreed Dollar Amount for Supplies/Services: \$ \_\_\_\_\_ Agreed Dollar Amount for Subcontracting: \$ \_\_\_\_\_

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$ \_\_\_\_\_

MINORITY FIRMS TOTAL PERCENTAGE: \_\_\_\_\_ %

7. THIS FORM PREPARED BY: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Full Name

DO NOT WRITE BELOW THIS LINE - BC USE ONLY

APPROVED:  Yes  No

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

SIGNATURE \_\_\_\_\_ County Minority Business Enterprise Officer

**MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**  
**Baltimore County, Maryland**

1. IT IS HEREBY CERTIFIED THAT THE FIRM OF \_\_\_\_\_ (Name of Firm)  
 \_\_\_\_\_ on \_\_\_\_\_  
 Street Address City State Zip Code Date

CONTACTED THE MINORITY BUSINESS ENTERPRISE \_\_\_\_\_ (Name of Minority Business)

IS SEEKING TO OBTAIN A BID

FOR WORK/SERVICE IN RELATION TO SOLICITATION NUMBER \_\_\_\_\_  
 Street Address City State Zip Code

2. ITEM NUMBER AND DESCRIPTION OF WORK/SERVICE REQUESTED:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. FORM OF BID SOUGHT:  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID MINORITY BUSINESS ENTERPRISE IS  
 EITHER UNAVAILABLE FOR THE WORK/SERVICE IN RELATION TO SOLICITATION NUMBER  
 \_\_\_\_\_ OR IS UNABLE TO PREPARE A BID FOR THE FOLLOWING REASON(S):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name: First Middle Last Title: \_\_\_\_\_  
 Street Address City State Zip Code  
 Signature \_\_\_\_\_

4. IT IS HEREBY CERTIFIED THAT THE FIRM OF \_\_\_\_\_ Name of Minority Firm  
 \_\_\_\_\_  
 Street Address City State Zip Code  
 was offered an opportunity to bid on solicitation number \_\_\_\_\_ on \_\_\_\_\_  
 \_\_\_\_\_ (Date)

by \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Firm Name)

the above statement is a true and accurate account of why the firm of \_\_\_\_\_ (Name of Minority Firm)  
 did not submit a bid.

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title

# **BID REPLY LABEL**

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

## **INVITATION TO BID**

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**NO. 206497  
01/28/08, 2:00 PM  
TERM CONTRACT FOR ON-CALL FENCING  
SERVICES**

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

**BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES**

**GENERAL CONDITIONS**

**1. SCOPE**

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase fencing services 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 services that may be required during the said period, and it also reserves the right not to order services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this contract.
- 1.3 In addition, all prices, terms, conditions, and services stipulated by the contract resulting from this solicitation shall be extended by the Contractor to Baltimore County Board of Education, Baltimore County Library System, and the Community Colleges of Baltimore County. Baltimore County Office of Budget and Finance assumes no obligation on behalf of these agencies.

**2. TERM OF AGREEMENT**

- 2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for an additional four (4) years 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 Bureau ninety (90) days prior to the current terms expiration date.
- 2.3 The vendor/contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

**3. METHOD OF AWARD**

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 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.
- 3.3 Baltimore County shall award contracts to two (2) primary Contractors, effectively the two (2) lowest responsive and responsible bidders.
- 3.4 It is the intention of Baltimore County to issue work equally to both Contractors, however, the assignment of work shall be at the sole discretion of Baltimore County. Subject to, and without in any way enlarging or limiting the other provisions of the contract, any claim of either

Contractor against the County for extra compensation or damages, arising out of assignment of work by the County, shall be deemed to have been waived by both Contractors.

- 3.5 The estimated quantities in the Proposal Section of the "Invitation to Bid" document represent the total volume of work for both Contractors combined.

#### 4. COOPERATIVE PURCHASE

4.1 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.

4.2 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.

5. 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.

#### 6. ESCALATION

6.1 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.

6.2 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.

6.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

#### 7. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

7.1 With regard to this contract, the property Management Division Manager, (hereafter referred to as "PMDM"), or the 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 the designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

7.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the PMDM, or the designated representative, prior to beginning work at (410) 887-8498 or (410) 887-2079.

7.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. A copy of the State of Maryland MHIC license may be required.

- 7.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
- 7.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the PMDM, or the designated representative, for explanation of procedures.
- 7.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies. The Contractor must be prepared to furnish engineering services when requested.
- 7.7 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County Agencies requiring these commodities and/or services. A release order will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.
8. **GUARANTEE.** All materials furnished and installed under this contract shall be guaranteed for a period of one (1) year against any and all defects in material, workmanship, and installation from the date of acceptance of the system by Baltimore County.
9. **INQUIRIES.** Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.
10. **CONTRACT RELEASE ORDERS.** The County reserves the right to issue a contract release order or solicit bids on the open market when the Contractor's proposal for any work is \$25,000.00 or greater. For proposals under \$25,000.00, if approved by the Purchasing Agent, or the authorized representatives, the Contractor will be issued a Contract Release Order against the original contract.
11. **INSURANCE**
- 11.1 The successful vendor will be required to execute a Certificate of Insurance form furnished by the County 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.
- 11.2 Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.
- 11.3 The Insurer must maintain the insurance coverages 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.
- 11.4 In the event the Vendor changes their insurance carrier, a new Certificate of Insurance (form PB021) must be requested from the County and completed by the new insurance carrier within ten (10) days of the change of policy.
12. **INVOICES**
- 12.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing

verification of actual material costs. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the PMDM, or the authorized representative, prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to the PMDM, or the authorized representative. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

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

12.2.1 Defective work not remedied.

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

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

12.2.4 A reasonable doubt that the contract can be completed for the balance then unpaid.

12.2.5 Damage to another Contractor.

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

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

#### 14. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

14.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Bureau with the bid.**

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

14.3 During the term of this contract, copies of payments to M/WBE subcontractors and suppliers must be submitted to Richard Lee, Minority Business Enterprise Officer, (410) 887-3407. A

copy of each M/WBE invoice issued to the Contractor with a payment date indicated will be adequate verification.

- 14.4 Due to the limited opportunity for MBE/WBE participation, each bidder may request a partial or full waiver of these requirements. Any waiver request must be submitted on the "Minority Contractor Unavailability Certificate".

15. **"SAMPLE" FORM CONTRACT**

- 15.1 The County's form contract is attached as part of this solicitation. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.
- 15.2 If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 15.3 All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

**BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES**

**SPECIFICATIONS**

**1. SCOPE OF WORK – GENERAL**

1.1 In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for fencing services at various County owned and/or operated facilities within the boundaries of Baltimore County, Maryland on a time and materials basis. The following services shall be provided by the Contractor during the term of this agreement:

1.1.1 Fencing

1.1.2 Gates

1.1.3 Webbing

1.1.4 Concrete Footings

1.1.5 Barbed Wire

1.1.6 Electric Motors

1.1.7 Limited Switches

1.1.8 Recreational Structures (Back Stops, Goals, Cages, Etc.)

1.1.9 Bollards

The following specifications are for chain link fencing. In most instances, the Contractor will be required to furnish and install chain link fencing. However, under this agreement, the County reserves the right to require that the Contractor furnishes and installs wooden, plastic, vinyl, or any type of synthetic fencing, regardless of the pattern or design, any type of recreational structure using chain link fencing, and bollards.

No damaged or defective material shall be used or brought on site.

1.2 Wire Gauges and Fence Fabric

1.2.1 Unless otherwise specified or shown, the fabric shall be #9 gauge, 0.148" nominal diameter of wire with two (2) inch woven diamond mesh, knuckled at the top and bottom selvages and shall be smooth on both sides without any barbs or burrs.

1.2.2 All fence fabric shall be steel core with .40 aluminized finish. Fence members shall be standard galvanized pipe.

1.3 Posts, Gate Frames, Rails and Braces for Fencing

1.3.1 Materials – Posts, gate frames, rails, braces, truss rods, etc. shall be of steel having a carbon content of not less than 0.10 percent. They shall be hot dipped galvanized after fabrication or as specified and the coating shall weigh not less than 2.0 oz. per square foot of actual surface. Reject pipe from the mills will not be accepted.

1.3.2 General Requirements – Posts, gate frames, rails and braces shall conform to the dimensions and weights shown in the table below.

Standard Pipe Size (in inches)	Outside Diameter (in inches)	Wall Thickness (in inches)	Weight Per Foot Minimum (in pounds)
1 ¼	1.660	0.140	2.27
1 ½	1.900	0.145	2.72
2	2.375	0.154	3.65
2.5	2.875	0.203	5.79
3	3.500	0.216	7.58
3 ½	4.00	0.226	9.11
4	4.500	0.237	10.79
<b>Square Sizes (in inches)</b>			
2 ½	N/A	0.1875	5.70
3	N/A	0.25	9.10

### 1.3.3 Schedule of Fence Members

All members shall be in accordance with the following:

#### HEIGHT OF FENCE

Use	3' - 4'	4' 1" - 6'	6' 1" = 12'
Line Posts	1 ½"	2"	2"
Top & Bottom Rail	1 2/4"	1 ¼"	1 ¼"
Terminal, Corner & Pull Posts	2"	2 ½"	2 ½"
Mid-Rail	None	None	1 ¼"
Bracing @ Terminal & Gate Posts	None	1 each 1 ¼" complete Rail and 1 each 3/8" dia. (minimum) rod & turnbuckle	2 each 3/8" dia. (minimum) rod & turnbuckle
<b>Gate Posts:</b>			
Gate width 6' or less	2 ½"	2 ½"	3"
Gate width 6' 1" to 12'	3"	3"	3 ½"

All members shown above shall be in accordance with the tabulated sizes as specified in 1.3.2 above.

1.3.3.1 The term "corner post" refers to a post occurring at any deflection angle of the fence in excess of 10 degrees. "Pull posts" are to be used to facilitate stretching in long runs of fence and abrupt change of grade. Pull posts shall be placed no further than five hundred (500) feet in any straight run of fence.

#### 1.3.4 Posts

- 1.3.4.1 All line posts shall be spaced equidistant apart and at no time shall the spacing between the posts exceed ten (10) feet. They shall be used only in straight runs between gate, corner, pull and terminal posts.
- 1.3.4.2 Posts shall be of the lengths specified and shall be round. Welding of posts for the primary purpose of extending the length will not be permitted except in the construction of backstops.
- 1.3.4.3 Suitable self locking bands shall be provided in sufficient number for attaching the fabric securely to all line posts at intervals not exceeding fifteen (15) inches.
- 1.3.4.4 Tie wire will not be permitted for fastening the fabric to the posts.

#### 1.3.5 Gates and Gate Framing

- 1.3.5.1 Gates: Openings six (6) feet or less shall be single leaf of the sizes shown on the drawings, complete with latches, stops, keepers, hinges, fabric and lock with two (2) keys. Openings greater than six (6) feet shall be double leaf and be complete as specified above.
- 1.3.5.2 Fabric: Shall be #9 gauge and shall be attached securely to the gate frame with stretcher bars for the full height of the gate at both sides of the frame. Tension bands and tie wires shall be installed in accordance with these specifications.
- 1.3.5.3 Hinges: Shall be of adequate strength for the gate and shall be of the offset type permitting a full 180 degree swing. The hinges shall not twist or turn under the action of the gate.
- 1.3.5.4 Latches & Keepers: Shall be provided for all gates. Latches shall be of a steel gravity type latch which will automatically engage the pin welded in the gate frame and must be equipped with provisions for a padlock. Keepers shall consist of a substantial mechanical device for securing and supporting the free end of the gate when in the full open position and shall be used on all permanent gate settings.
- 1.3.5.5 Gate Frames: Shall be constructed of round or square members and for gate leaves more than eight (8) feet wide shall, if specified, have intermediate members and/or diagonal truss rods as necessary to provide rigid construction of ample strength and free from sag or twist. All joints between members shall be mitered on 45 degree and welded. All welds shall be ground smooth and properly treated with zinc oxide before installation. Truss rods shall be not less than 3/8" in diameter.
- 1.3.5.6 Stops: Shall consist of a flush plate with anchor arranged to be set in concrete and to engage the plunger of the latch. Stops shall be used on all permanent gate settings.

#### 1.3.6 Rails

- 1.3.6.1 Welding of rails (field or shop) for the primary purpose of extending the length will not be permitted.
- 1.3.6.2 Top Rails: shall be in lengths not less than eighteen (18) feet and shall be fitted with outside expansion sleeves for connecting the lengths into a continuous run.

The sleeves shall be not less than six (6) inches long and shall provide a substantial connection and shall allow for expansion and contraction of the rail. Suitable double wrapped tie wires twisted at least three (3) turns or self-locking bands shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding one (1) foot. Top rails shall be securely fastened to the terminal posts using rail ends and brace bands.

1.3.6.3 Middle and Bottom Rails: shall be continuous from post to post with sufficient attachments on the posts for anchoring the rails. Double wrapped tie wires twisted at least three (3) turns or self locking bands shall be provided for attaching the fabric securely to the rails at intervals not exceeding one (1) foot. Rails shall be securely fastened to the line posts by double rail ends and gate, pull corner and terminal posts by brace bands and rail ends.

#### 1.3.7 Braces

1.3.7.1 Installation without mid-rail—all terminal, gate, pull and corner posts shall be braced with compression rails fastened to posts with rail and caps and tension bands. Terminal posts shall be truss-braced from the first line post to bottom of terminal with 3/8" minimum diameter rod and turnbuckle. Corner posts shall be braced as above, in each direction. Gate posts shall be similarly braced except the rod shall be fastened at the base of the line post and extend up to the upper rail of the gate post.

#### 1.4. Miscellaneous Accessories for Fencing

##### 1.4.1 Materials

1.4.1.1 Post tops, rail clamps and fittings shall be malleable iron, forged or pressed steel.

1.4.1.2 All fittings, tension bands, bars, braces, etc. shall be hot dipped galvanized after fabrication. Coating shall weigh not less than 2 oz. per square foot of actual surface.

##### 1.4.2 Post Tops

1.4.2.1 All line post tops shall fit snugly on the posts. All post tops shall be made so as to exclude moisture from all posts. Terminal posts and corners shall have tops spot welded in no less than three (3) places for each top. All welds shall be ground smooth, properly treated and given two (2) coats of exterior metal aluminum paint (Rustoleum or approved equal).

1.4.2.2 All post tops on terminal posts and gates shall be round or oval on top. Under no circumstances shall pointed post tops be used unless specifically authorized in writing by the County.

##### 1.4.3 Stretcher Bars, Tension and Brace Bands

1.4.3.1 Stretcher bars shall be high carbon steel not less than 3/16 x 3/4 inch in cross section or equivalent cross-sectional area and shall be of lengths equal to the full height of the fabric with which they are to be used.

1.4.3.2 One (1) stretcher bar shall be provided for each gate, terminal and end post and two (2) for each corner post and pull post.

1.4.3.3 Tension bands and brace bands shall be beveled edge type fastened with carriage bolts, made up with the nuts on the inside of the fence. All bolts must be peened.

1.4.3.4 Tension and brace bands shall not exceed fourteen (14) inches on all terminal, gate, pull and corner posts, and gate frames.

#### 1.4.4 Fabric Ties

1.4.4.1 Shall be 12 gauge or aluminum bands of adequate strength. Spacing shall be as previously specified. Tie wires shall be double wrapped and twisted at least three (3) turns. Aluminum bands shall be self locking.

### 1.5 Fence Erection

#### 1.5.1 General Requirements

1.5.1.1 All posts shall be set plumb and true in sleeves or directly in the footing (Contractor's option). If set in sleeves, grout with a 1:3 cement grout. Fence on stroking walls shall be set in concrete without the option of grouting.

1.5.1.2 The fabric must present a smooth uniform appearance with the bottom edge no more than one-half (1/2) inch above the adjacent surface.

#### 1.5.2 Line Posts

1.5.2.1 Line posts shall be set in twenty-five hundred pound (2,500 lb.) concrete footing, eight (8) inch minimum diameter at the top by thirty-six (36) inches deep.

1.5.2.2 Posts shall be set a minimum of thirty-two (32) inches into the concrete footing. Tops of the footing shall be sloped and flush with grade on all lines where a mowing table is not installed.

#### 1.5.3 Terminal, Corner, Pull and Gate Posts

1.5.3.1 Footings shall be the same as described for the line posts with the exception that the minimum diameter at the top of the concrete footing shall be twelve (12) inches, the depth of the concrete footing shall be forty (40) inches, and the posts shall be set a minimum of thirty-six (36) inches into the concrete footing.

2. **LOCATION OF WORK AND EXISTING CONDITIONS.** The work sites are located at various County owned and/or operated properties within the boundaries of Baltimore County, Maryland.

### 3. **PRE-BID CONFERENCE**

3.1 A pre-bid conference will be held on Monday, January 14, 2008, at 10:00 a.m. in the Purchasing Bureau, 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. Attendance at the pre-bid meeting is not mandatory.

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

4. **WORK HOURS AND DELIVERY OF MATERIALS**

4.1 It shall be the Contractor's responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the County.

4.2 In the interest of clarification, the following definitions shall apply to this contract:

4.2.1 Regular Hours: Monday through Friday, 8:00 A.M. – 5:00 P.M.

4.2.2 Overtime Hours: Monday through Friday, 5:00 P.M. – 8:00 A.M., weekends, Saturday and Sunday, any hour day or night, and Holidays, any hour day or night as per this listing:

New Years Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

4.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency at (410) 887-8498.

4.4 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the PMDM or his designated representative, and the user agency.

5. **CHANGES TO THE CONTRACT.** The Contractor will notify the PMDM, or the designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase 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.

6. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

7. **UTILITIES.** The Contractor must provide all electric power (generators) required at the job site.

8. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

## 9. MATERIALS AND INSTALLATION

### 9.1 CODES

9.1.1 All materials and work shall comply with the requirements of the following codes and regulations (latest editions):

All Baltimore County Codes and Regulations

Baltimore County Standard Specifications 2000

- 9.2 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 9.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.
- 9.4 The Contractor shall obtain the permission of the Baltimore County representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.
- 9.5 The Contractor must physically report to the work site within twenty-four (24) hours of written or verbal notification by the PMDM, or the authorized representative to complete a written or verbal quotation of the work to be performed. If the PMDM, or the authorized representative tells the Contractor that the work to be performed is an emergency, the Contractor must physically report to the site within two (2) hours and phone in a quotation to the PMDM, or the authorized representative.
- 9.6 When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. The PMDM, or the authorized representative, shall stipulate whether the contractor will quote prices for regular time, overtime, or a combination thereof. The PMDM, or the authorized representative, will inform the Contractor to perform the work during normal working hours or a combination of normal and after work hours. The Contractor shall only work overtime when specifically told to do so. Final dimensions shall be determined at the site by the Contractor prior to the construction or repair. All dimensions for fitting and final sizing are his responsibility. The PMDM, or the authorized representative shall determine what skill levels of workers and how many of each level shall work on any job under this agreement. The PMDM, or the authorized representative, shall indicate the types and quantities of materials incorporated in the work and shall approval all sources of supply. The Contractors shall itemize each type of material on their estimate, listing the quantity unit price, and extended price. The total mark-up shall be listed separately. If the PMDM, or the authorized representative, in his/her sole judgement, suspects that the price for any itemized material is unreasonably high, the source of supply will be rejected. The Contractor must provide two other quotes for the material in question. If the lowest price for all three quotes is still too high, the PMDM, or the authorized representative in his/her sole judgement, may elect to rescope the job, choosing other materials and methods to accomplish the same task. All materials incorporated in the work must be approved by the PMDM, or the authorized representative, prior to use on each job. Materials incorporated in the work that have

not received prior approval by the PMDM, or the authorized representative, shall be at the Contractor's expense and not paid for by Baltimore County. When the Contractor visits the work site, they shall submit a written quotation based on the contract pricing. For emergency work, the Contractor shall phone in the estimate. Included in the quote shall be estimated labor, equipment, and material cost, brief description of repair to be done, and the work location. For regular work, mail to the following address:

Office of Budget & Finance  
Property Management Division  
400 Washington Avenue  
Towson, MD 21204  
ATTN: Property Management Division Manager

When approved, the Contractor will be given a verbal Notice To Proceed or a contract release order by the PMDM, or the authorized representative. Each verbal Notice To Proceed shall be confirmed by faxed written request or a contract release order. When emergencies occur, the Contractor shall call in the price quotation to the PMDM, or the authorized representative, who, in turn, shall give the Contractor the verbal Notice To Proceed. The Contractor shall commence emergency work immediately.

- 9.7 For all non-emergency work, once the Contractor has received the verbal Notice To Proceed or sub-order purchase order, the Contractor has ten (10) calendar days to mobilize at the job site and begin work.
- 9.8 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 for work not within the trade contracted by this agreement (i.e. grubbing-out work, etc.) or to achieve M/WBE participation. For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractors to the County. Baltimore County shall reimburse the Contractors for their costs for the sub-contractor's labor and material. No additional mark-ups (i.e. overhead and profit) or charges will be allowed. If the PMDM, or the authorized representative, in his/her sole judgement, suspects that the price for any sub-contractor's services is unreasonably high, the sub-contractor will be rejected. The Contractor must provide two other quotes for the sub-contracted services in question. If the lowest price for all three quotes is still too high, the PMDM, or the authorized representative, in his/her sole judgement, may elect to rescope the job, choosing other means and methods to accomplish the same task.
- 9.9 The cost of all travel means (trucks, fuel, lubricants, vital fluids, maintenance, repairs) and any and all required equipment and tools shall be incidental to all other pay items. The cost of debris removal resulting from general construction work shall be incidental to all other pay items. The Contractor shall not charge Baltimore County for travel time to and from the work site or workers' lunch breaks. Baltimore County shall pay only for actual work time on the job. The Contractor shall; come prepared to the job site with the correct materials and parts needed for the work. If the Contractor finds that they need materials or parts not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that part or material. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by the County on that day.
- 9.10 The Contractors' invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, a complete description of work performed, location, and date. Accompanying their invoices the Contractors must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked. The original work orders must be two-copied and must be signed by

the Baltimore County contact person at the job site. One copy should be given to that contact person and one retained for the Contractor's files. The Contractor's mechanics shall sign-in and sign-out on their work orders showing actual time of signing. All materials shall be listed on the work order. In most cases, Baltimore County will provide the Contractor with blank work order forms at each job site. At any work sites where the County does not supply the blank work order forms, the Contractor must provide these work order forms.

- 9.11 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Property Management Division Manager, or his authorized representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.

All work shall be measured and paid on a time and materials basis. Included in the labor rates are all tools, and equipment powered and non-powered, required to perform all services in compliance with the scope of work and specifications.

## 10. TEMPORARY SUSPENSION OF WORK

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

## 11. MEASURE AND PAYMENT

### 11.1 Skilled Mechanic and Apprentice.

11.1.1 Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.

11.1.2 The County shall not pay for the cost of estimating price quotes for contract release orders.

### 11.2 Materials Incorporated In The Work

11.2.1 Paid for by cost of materials multiplied by the contract mark-up.

BALTIMORE COUNTY, MARYLAND  
INVITATION TO BID NO. 206497  
TERM CONTRACT FOR ON-CALL FENCING SERVICES  
Due Date: 01/28/08, Time: 2:00 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 INVITATION TO BID / REQUEST FOR PROPOSAL.

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

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

\_\_\_\_\_  
(City) (State) (Zip Code)

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

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

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

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

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

\_\_\_\_\_ We wish to submit a "NO BID" at this time.

\_\_\_\_\_ We do not offer this commodity/service.

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

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.

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

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

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**  
**INVITATION TO BID NO. 206497**  
**TERM CONTRACT FOR ON-CALL FENCING SERVICES**  
**Due Date: 01/28/08, Time: 2:00 P.M.**

PRICE SHEET PAGE 1 OF 1		INVITATION TO BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	COMMODITY CODE: 988-15-018164  Labor, fencing, mechanic, skilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.)	2900	Hour		
00002	COMMODITY CODE: 988-15-018165  Labor, fencing, laborer, unskilled, regular time (Mon. – Fri., 8:00 a.m. – 5:00 p.m.)	2800	Hour		
00003	COMMODITY CODE: 988-15-018166  Labor, fencing, mechanic, skilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays)	5	Hour		
00004	COMMODITY CODE: 988-15-018167  Labor, fencing, laborer, unskilled, overtime (Mon. – Fri., 5:00 p.m. – 8:00 a.m., weekends & holidays)	5	Hour		
00005	COMMODITY CODE: 988-15-018168  Materials, fencing, cost x unit price multiplier (overhead and profit)	150000	Dollr		

**GRAND TOTAL**      \$ \_\_\_\_\_

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

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

WHERE LANGUAGE IS BRACKETED SELECT ONE OF THE OPTIONS AND DELETE THE OTHER OR INSERT THE INFORMATION REQUESTED. PLEASE CONTACT THE PURCHASING BUREAU AND THE OFFICE OF LAW BEFORE THIS FORM IS MODIFIED

## BALTIMORE COUNTY, MARYLAND CONTRACT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Agreement") is by and between Baltimore County, Maryland, a body corporate and politic, (hereinafter "County") and **[NAME AND ADDRESS OF CONTRACTOR]** (hereinafter the "Contractor").

WHEREAS, the said Contractor, hereby covenants and agrees to [perform all services] [deliver all goods], in strict and entire conformity with the Attachment A entitled, "Services and/or Scope of Work to be Performed", "Goods To Be Provided", [and] any Purchase Order subsequently issued and the [Invitation to Bid, Request for Proposal, Request for Quotation] Bid No. \_\_\_\_\_, as amended, and the Contractor's response and any amendments or revisions thereto [if material business terms are contained in correspondence or emails subsequent to initial bid response, Purchasing should list such correspondence and emails here] (collectively, the "Bid").

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for [services and/or scope of work rendered][goods provided] in accordance with this Agreement, the other attachments hereto (ALL ATTACHMENTS MUST BE DESCRIBED HERE AND PROPERLY LABELED) and if applicable, the Bid and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, 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 hereunder, 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), then the County 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. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services and/or scope of work to be performed] [goods] will be provided with due care and in a [manner satisfactory to the County] and in accordance with all applicable [professional] standards.

2. **Compensation.**

2.1 In consideration of the [services and/or scope of work to be performed][goods] to be provided by the Contractor, the County shall pay the Contractor [SELECT ONE OF THE FOLLOWING OPTIONS:][the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)]

[an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services and/or scope of work described herein][delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion.] [an hourly rate of \$ \_\_\_\_\_ per hour for an approximate total of \_\_\_\_\_ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A [and in no event shall eligible expenses exceed \$ \_\_\_\_\_ during the entire term of this Agreement].] [in accordance with the unit prices set forth in the Bid] [in accordance with the fee schedule attached hereto as Attachment \_\_\_\_].

2.2 The Contractor shall submit invoices to the County [SELECT ONE OF THE FOLLOWING OPTIONS: [monthly] [quarterly] [insert the time period for submission of invoices]. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- [Goods provided][Services and/or scope of work performed] during the preceding billing period

Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. [DELETE IF NOT APPLICABLE] Copies of invoices shall be sent to [Agency Name and Address]. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

[DELETE IF NOT APPLICABLE] [Cash Discount Periods will be computed from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later.]

2.3 [In no event shall the compensation paid to the Contractor exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) [in any contract year] [during the Initial Term of this Agreement, as defined below] [or during any renewal period] [provided, however, that the County may entertain a request for escalation in any year subsequent to the first year in accordance with [SELECT ONE OF THE FOLLOWING: [Paragraph \_\_\_\_ of the Invitation to Bid] OR [Paragraph \_\_\_\_ of this Agreement]. [In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) during the entire term of this Agreement including renewals thereof.]

3. Term.

3.1 This Agreement shall be [retroactively] effective [SELECT ONE OF THE FOLLOWING: [as of the date above written] [when it has been properly signed by all parties hereto][when executed by the County] and shall continue through [Insert Date] [(the "Initial Term")]] [, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below], unless sooner terminated pursuant to this Agreement. [The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional [SELECT ONE OF THE FOLLOWING TIME PERIODS: [30] [60] [90] days], on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Agreement, the Contractor shall continue to submit invoices monthly, for [services and/or scope of work rendered] [goods provided] in the manner prescribed in Paragraph 2 hereof. Any compensation [or reimbursement] paid during the extension period shall, when added to sums already disbursed hereunder, not exceed the maximum amount set forth in Paragraph 2 of this Agreement. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.]

3.2 The County reserves the right to renew this Agreement for [insert renewal period] on the same terms and conditions set forth herein. [INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION UPON RENEWAL OF AGREEMENT, OTHERWISE IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS] The County will automatically renew this Agreement at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation [, reimbursement] and manner of payment set forth in Paragraph 2 shall remain unchanged, including but not limited to, the maximum amount of compensation [and reimbursement] available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.]

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor is a [corporation][limited partnership][general partnership][limited liability company], duly formed and validly existing under the laws of the State of [INSERT STATE OF INCORPORATION] and is qualified to do business and is in good standing in the State of Maryland.

4.2 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.]

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that [he][she] is [duly authorized by the Contractor] [is the person set forth in the Procurement Affidavit with the authority] to execute and seal this Agreement on the Contractor's behalf.

4.4 SELECT ONE OF THE FOLLOWING OPTIONS: A. [The [professional] services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Agreement may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Agreement that is pertaining to or for goods. The parties understand and agree that County shall rely upon all express warranties contained in this Agreement, including but not limited to the Bid, and any sample or model presented by Contractor and expressly accepted by the County.] OR B. [The goods to be delivered shall comply with the implied warranties of merchantability, fitness for particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Agreement, including but not limited to the Bid.]

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of Contractor. Such documentation fairly and accurately represents the financial condition of Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit[, the Bid response], the Contract Affidavit, attached hereto as Attachment C and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

## 5. Termination for Convenience.

5.1 The County may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 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. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. Insurance.

The Contractor shall provide evidence of insurance as required by the County pursuant to the insurance requirements attached hereto as Attachment \_\_\_\_ in form and amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. [INCLUDE IF THERE ARE ATTACHED INSURANCE REQUIREMENTS: In the event of a conflict between the provisions of the attached insurance requirements and this Agreement, the provisions of this Agreement shall prevail.

7. Default. The term "Default" as used in this Agreement shall mean the occurrence or happening from time to time, of any one or more of the following:

7.1 Representations and Warranties. If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Agreement.

7.2 Compliance with Covenants and Conditions. If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 Performance of Contractual Obligations. If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Agreement [FOR CAPITAL IMPROVEMENT CONTRACTS: , including but not limited to, time frames specified or the completion schedule which is described in Attachment A.][If the delivery of the goods that are the subject of this Agreement [SELECT ONE: [was not made][is not being made] in good faith and/or in accordance with this Agreement, including but not limited to, the delivery schedule which is attached hereto as Attachment \_\_\_\_].

7.4 Conditions Precedent to Any Disbursement. If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

7.5 Bankruptcy. If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or

acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

8. **Remedies for Default.**

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. 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 of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law, regulation, or equity.

8.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for [services and/or scope of work provided] [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.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

11. **Conflict of Interest.**

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

12. **Assignment.**

12.1 Neither the County nor the Contractor shall assign, subcontract or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

12.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. **Indemnification.**

14.1 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 fees 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 this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 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 fees 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 Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor

shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Fee Prohibition.**

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

17. **No Partnership.**

Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland.

19. **Recitals and Conflicting Terms.**

[19.1] The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is also hereby incorporated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

[19.2] In the event of a conflict between the Bid (including standard specifications) and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

[19.3] If a conflict arises between the provisions of this Agreement and any Purchase Order, the provisions of this Agreement shall prevail.

**[USE FOR CAPITAL IMPROVEMENT ONLY]** [19.4] In the event of a conflict between this Agreement, the Baltimore County Department of Public Works' Standard Specifications For

Construction And Materials, and the Standard Details For Construction, the parties hereto agree that the provisions of this Agreement shall prevail.]

20. **Severability.**

If any of the provisions in this Agreement 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.

21. **Time is of the Essence.**

TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. **Funding.**

The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

23. **Counterparts.**

This Agreement may be executed in any number of counterparts and by the 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.

24. **Ownership of Goods.**

All finished or unfinished work or work product, reports, or goods that are the subject of this Agreement, [DELETE IF NOT APPLICABLE: including any licenses or consents acquired by the Contractor for performance hereunder.] shall be and shall remain the property of the County.

25. **Discrimination Prohibited**

25.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's 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;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's 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; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

25.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

26. **Reports / Information/Inspections / and Audits.**

**[DELETE IF NOT APPLICABLE: 26.1 The Contractor shall furnish the County with the following reports or information [insert reporting requirements]:** Reports produced for the County under this Agreement should be on recycled and recyclable paper printed on both sides.

[26.2] 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 copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. Contractor shall retain all records, information, and documentation of the Contractor related to this Agreement, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

**[DELETE IF NOT APPLICABLE: 26.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the County.]**

27. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

**[Make it a sentence or column, depending on space available]**

**FOR THE COUNTY: [Contact Name and/or Job Title, address, telephone number and fax number]**

**[IF DEEMED NECESSARY] [ADDITIONAL CONTACT] FOR THE COUNTY: [Contact Name, County Attorney, address, telephone number and fax number] [DELETE IF NOT APPLICABLE]**

**[IF DEEMED NECESSARY] BALTIMORE COUNTY OFFICE OF LAW: [Contact Name, address, telephone number and fax number] [DELETE IF NOT APPLICABLE]**

**[Make it a sentence or column, depending on space available]**

FOR THE CONTRACTOR:

/[Contact Name,

address

telephone number and fax number]

[IF DEEMED NECESSARY] [ADDITIONAL CONTACT] [DELETE IF NOT APPLICABLE]

FOR THE CONTRACTOR:

[Contact Name,

address

telephone number and fax number]

[DELETE IF NOT APPLICABLE: 28. Recycled and Recyclable Products.

Any goods delivered under this Agreement that require packaging must be packed in recycled and recyclable materials.]

[DELETE IF NOT APPLICABLE: 29. HIPAA. § Compliance With Federal HIPAA And State Confidentiality Law

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time. This obligation includes

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and

2. Providing good management practices regarding all health information and medical records.

B. [If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, t][T]he Contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501, as the same may be amended from time to time. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the Contractor has not provided the HIPAA agreement required by this Agreement, the Procurement Officer, upon review of the Baltimore County Office of Law, may determine the Contractor to be in default of this Agreement.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare

provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

30. **Political Contribution Disclosure Affirmation.**

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, as the same may be amended from time to time, 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, of at least \$100,000.00, to 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.

31. **No Waiver, Etc.**

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, 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.

32. **Survival.**

Those sections in this Agreement which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), 26 (Reports/Information/and Audits), shall survive the termination of this Agreement.

**[USE FOR CAPITAL IMPROVEMENT ONLY]33. Applicable Laws, Codes, Ordinances, and Regulations.**

The services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances, regulations (including but not limited to the Baltimore County Department of Public Works' Standard Specifications For Construction and Materials and the Standard Details For Construction).

**[INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, ETC.]**

IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS:

**[INSERT LEGAL NAME OF CONTRACTOR]**

Federal Identification No. \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

[Insert Name]

[Insert Title]

WITNESS:

**BALTIMORE COUNTY, MARYLAND**, a body corporate and politic

\_\_\_\_\_

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

Fred Homan  
Administrative Officer

**APPROVED FOR LEGAL FORM AND SUFFICIENCY\***

(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

**SAMPLE**

**OFFICE OF THE COUNTY ATTORNEY**

\*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND APPROVED:

\_\_\_\_\_  
[INSERT DEPT. AND DEPT. HEAD]

**BALTIMORE COUNTY COUNCIL**

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

Chairman

Date

ATTACHMENT A

[SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED] [GOODS TO BE PROVIDED]  
[FOR CAPITAL IMPROVEMENT CONTRACTS: TIME FRAME OR COMPLETION SCHEDULE  
WITH INTERIM BENCHMARKS, AS APPLICABLE]

**SAMPLE**

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE [REQUEST  
FOR PROPOSAL # / INVITATION TO BID #] AND THE BID RESPONSE.

ATTACHMENT B

[INSURANCE INFORMATION]

**SAMPLE**

**ATTACHMENT C**  
**CONTRACT 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. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated \_\_\_\_\_, and executed by (me) ( \_\_\_\_\_ ) for the purpose of obtaining the contract to which this Affidavit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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)