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**INVITATION FOR BIDS  
COMMODITY CONTRACT FOR CASTINGS, GRAY IRON  
BID NO. 2011-14**

Due Date: September 15, 2010, Time: 11:00 AM at the  
**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING**  
6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046

**Direct all questions to the lead agency:**

**Mike Decker, Buyer**

**Email: [mdecker@howardcountymd.us](mailto:mdecker@howardcountymd.us)**

**Phone: (410) 313-6375 Fax: (410) 313-6388**

**IMPORTANT NOTICE**

Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid or proposal opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)) to obtain Addenda once they have downloaded a solicitation.

Formal Solicitations and Bid Results Are Available, 7 Days A Week, 24 Hours A Day, On The Website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

Howard County, Maryland  
Office of Purchasing  
6751 Columbia Gateway Drive, Suite 501  
Columbia, Maryland 21046

## TABLE OF CONTENTS

### **DOCUMENT A – TERMS AND CONDITIONS APPLYING TO HOWARD COUNTY, MARYLAND PURCHASE ORDERS**

### **DOCUMENT B – GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS**

#### **BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE GENERAL TERMS AND CONDITIONS**

1. Instructions, Forms and Specifications
2. Bid Deposit
3. Basis for Award of Contract
4. Cash Discount and Net Payments
5. Performance and Payment Bonds
6. Reservations
7. Deliveries
8. Competition
9. Indemnification
10. Insurance
11. Disputes
12. Termination
13. Patent Infringement
14. Non-Assignment
15. Facilities
16. Authority
17. Failure to Respond
18. Availability of Funds
19. Governing Law
20. Non-Waiver
21. Integration
22. Socio-Economic Programs
23. Use of Illegal Immigrant Labor
24. Public Information

#### **STATE OF MARYLAND, BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS**

1. Tobacco Products
2. Child Sex Offender Notification

#### **HOWARD COUNTY, MARYLAND GENERAL CONDITIONS**

1. Instructions, Forms and Specifications
2. Reservations
3. Competition
4. Protest
5. Disputes
6. Authority
7. Exceptions
8. Cash Discounts
9. Unit Prices
10. Non-Waiver
11. Patents
12. Governing Law

13. Compliance with Laws
14. Hold Harmless/Indemnification
15. Termination
16. Affidavit
17. Availability of Funds
18. Non-Assignment of Contract
19. Equal Business Opportunity Participation-MBE/WBE Participation
20. Cooperative Purchasing
21. Environmentally Preferable Products

**DOCUMENT C – SPECIFICATIONS**

1. Scope
2. Questions and Inquiries
3. Contractor's Qualifications
4. Contract Period
5. Pricing
6. Estimated Quantities
7. Submission of Documents
8. Method Ordering
9. Method of Award
10. Billing and Payment
11. Exceptions
12. Literature
13. Samples
14. Warranty
15. Packaging
16. Delivery
17. Specifications

**DOCUMENT D – TECHNICAL BID, PRICE BID, CONTRACTOR'S QUALIFICATION INFORMATION**

**DOCUMENT E – AFFIDAVIT**

**DOCUMENT F – HOWARD COUNTY, MARYLAND AND PARTICIPATING ENTITIES EXCEPT THE CITY OF BALTIMORE EQUAL BUSINESS OPPORTUNITY CERTIFICATE MAYOR AND CITY COUNCIL OF BALTIMORE, MINORITY AND WOMEN'S BUSINESS PROGRAM, BIDDER INFORMATION AND FORMS**

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE AND TWO

**IMPORTANT**

**Advise the Howard County, Maryland, Office of Purchasing immediately if any of the above documents are not enclosed.**

**DOCUMENT A**

**TERMS AND CONDITIONS APPLYING TO HOWARD COUNTY,  
MARYLAND PURCHASE ORDERS**

1. No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
2. The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
3. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement, unless accepted in writing by the County.
4. If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without the County's written consent.
5. When requested, seller will acknowledge order promptly and state when delivery will be made.
6. Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.
7. The County has the right to refuse to make payment on any invoice unless and until presented by seller with the receipt, signed by the County, covering the invoiced material. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights hereunder.
8. No freight or delivery charges will be paid by the County unless specifically provided in the purchase order.
9. The County will not pay for packaging, boxing or cartage. Damage resulting from improperly package material will be charged to the seller.
10. Time is of the essence on this order. The County reserves the right to cancel this order or, any part thereof, without obligation, if delivery is not made or services completed at time(s) specified.
11. This contract shall be governed and construed in accordance with the law of the State of Maryland.
12. All deliveries and services furnished under this purchase order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the seller. If the County does not desire replacement, seller is to issue a full credit.
13. Requirement as to Materials, Seller's Responsibilities and Warranties: Seller warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriters Laboratories Inc., all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request to furnish the County a certificate of compliance in such forms as the County may require.
14. The quantity of materials, and/or services, must not be exceeded without the authority in writing being first obtained from the Office of Purchasing.
15. Substitutions are not allowed, unless specifically authorized by the County.
16. If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
17. Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and seller agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
18. All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
19. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
20. If Seller performs services or constructs, erects, inspects or delivers on the County's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury or damage to persons or property occurring in connection with the purchase order.
21. Liability for Damage: If this order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that: Mechanic's Liens: The Seller will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law. Casualty Losses: The work will remain at the seller's risk prior to written acceptance by the County and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever. Injury to Employees: The seller will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising

out of or incident to the performance of this contract. Workmen's Compensation: The seller will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the purchase order and subsequent amendments.

22. Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the seller including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
23. Equal Employment Opportunity: The County requires that the seller not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The seller will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to the above. The seller warrants that, within the previous 12 months, he has not engaged in unlawful employment practices as set forth in Section 12.909(c) of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
24. Material Safety Data Sheet: If the work to be performed under this contract requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046.
25. Terminations:

Termination for Convenience: The County may terminate a contract, in whole or in part whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the contractor. The County shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid any amount that exceeds the price proposed for the work performed. The contractor will not be reimbursed for any profits which have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

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**DOCUMENT B  
GENERAL TERMS AND CONDITIONS FOR  
ALL SOLICITATIONS**

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)  
GENERAL TERMS AND CONDITIONS**

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the Purchasing Agent to change the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
  - 1.7.1 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
  - 1.7.2 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by addenda posted on the Howard County, Maryland, Office of Purchasing web site at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing). Addenda to solicitations often occur, sometimes within as little as 48 hours prior to opening. It is the potential bidder's responsibility to frequently visit the Office of Purchasing web site to obtain addenda once they have downloaded a solicitation.

2. BID DEPOSIT

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond.
- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on the best value for competitive negotiations as determined at the sole discretion of the Purchasing Agent. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the specifications.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 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.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining a contract award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE BOND

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.

- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when, in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the specifications and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful Bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

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

and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a Bidder for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.
- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the successful bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

- 10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Worker's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the successful bidder or any subcontractor or agent directly or indirectly employed by any of them.
- 10.2 Refer to the specifications for detailed insurance requirements. Or Howard County, Maryland.

11 DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, and defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to attorney's fee), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling legislation of each of the participating

jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond (3) three times in succession to solicitations without jurisdiction may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign\* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: [www.dat.state.md.us/sdatweb/sdatforms.html](http://www.dat.state.md.us/sdatweb/sdatforms.html) - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

*\*a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.*

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract 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 participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

**STATE OF MARYLAND BOARD OF EDUCATION  
GENERAL TERMS AND CONDITIONS**

1. TOBACCO PRODUCTS

**The use of tobacco products is not permitted on school property.** Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions. Failure to comply with this clause is considered a material breach of contract that may result in termination.

2. CHILD SEX OFFENDER NOTIFICATION

- 2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 2.2 As a Contractor working for the political subdivisions, we require that you do not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 2.3 Contractors shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause the County to take action against the Contractor up to and including termination of the contract.
- 2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which you are welcome to view. The schools maintain the list and update the list as new offenders are identified.

**HOWARD COUNTY, MARYLAND  
GENERAL CONDITIONS**

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Office of Purchasing, <http://howardcountymd.gov/Purchasing>, or by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday
  - 1.1 All proposals are to be submitted on and in accordance with forms for these purposes which are available at the Office of Purchasing and the Internet at: <http://howardcountymd.gov/Purchasing> . Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
  - 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
  - 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
  - 1.4 Each proposal shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Affidavit forms are provided in the solicitation package.
  - 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of Purchasing.
  - 1.6 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the County Purchasing Agent in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)). Addenda to solicitations often occur prior to bid or proposal opening (sometimes within as little as 48 hours). It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site to obtain addenda.
  - 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent. Proposals may not be withdrawn during this period.
  - 1.8 Unless otherwise specified, all formal proposals submitted shall be irrevocable for four months following proposal opening date, unless the Contractor(s), upon request of the County Purchasing Agent, agree to an extension.

2 BID DEPOSIT

- 2.1 When deemed necessary by the County Purchasing Agent, bid deposits shall be prescribed in public notice inviting bids. Such bid deposits shall be in the amount deemed adequate by the County Purchasing Agent. The deposit shall be a certified check, cashier's check, or treasurers check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 Bid deposits (certified checks) will be returned to the unsuccessful Contractors upon the award of the contract(s), and to the successful Contractor(s) upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.3 The successful Contractor's failure to execute the contract or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

3 RESERVATIONS:

- 3.1 The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's reasoned judgment, the public interest will be served thereby.
- 3.2 The County Purchasing Agent, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 3.4 The County Purchasing Agent reserves the right to award contractors or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's judgment, be in the best interest of the County.
- 3.5 The County Purchasing Agent may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

4 DELIVERY:

- 4.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 4.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 4.3 The County Purchasing Agent reserves the right to charge the Contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing

Agent and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.

- 4.4 The County Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due him.

5 COMPETITION:

- 5.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal pages is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.

- 5.2 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.

- 5.3 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.

- 5.4 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

- 6 PROTEST: Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within ten days. The County Purchasing Agent's decision relative to the protest shall be final.

- 7 DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.

- 8 AUTHORITY: Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County Purchasing Agent.

- 9 EXCEPTIONS: The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 10 CASH DISCOUNTS: Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain the discount.
- 11 UNIT PRICES: Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 12 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 PATENTS: The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment of part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
- 14 GOVERNING LAW:
- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 14.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 14.3 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

15 COMPLIANCE WITH LAWS: In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County. If awarded a contract, the Contractor hereby represents and warrants that:

- 15.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 15.2 It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- 15.3 It shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 15.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- 15.5 The facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

16 HOLD HARMLESS/INDEMNIFICATION:

- 16.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 16.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the bidder will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

17 TERMINATION:

- 17.1 Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 17.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the

discretion of Howard County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

- 18 AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- 19 INTEGRATION: These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.
- 20 NON-ASSIGNMENT OF CONTRACT: The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.
- 21 AFFIDAVIT: The attached affidavit is provided to facilitate your compliance with the applicable law.
- 22 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
  - 22.1 The County operates under a public information law, which permits access to most records and documents.
  - 22.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 23 COOPERATIVE PURCHASE:
  - 23.1 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.
  - 23.2 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.

**DOCUMENT C**  
**COMMODITIES CONTRACT FOR CASTINGS, GRAY IRON**  
**SPECIFICATIONS**

- 1 SCOPE:
  - 1.1 To furnish Gray Iron Castings as called for in the contract documents, specifications, and price page. All goods delivered shall be the manufacturer’s current models, completely serviced by the successful Contractor, and ready to be placed in normal operating service.
  - 1.2 The material shall be delivered, F.O.B. Destination, Inside Delivery to various participating jurisdictions’ locations.
  
- 2 QUESTIONS AND INQUIRIES: The Office of Purchasing is the sole point of contact for this Invitation for Bid. Questions concerning this IFB must be addressed in writing to Michael Decker, Buyer FAX number (410) 313-6388 or e-mail [mdecker@howardcountymd.gov](mailto:mdecker@howardcountymd.gov) and delivered no later than August 14, 2010 at 11:00 a.m.
  
- 3 CONTRACTOR’S QUALIFICATIONS: Contractors must be actively engaged in the manufacture and/or distribution of Gray Iron Castings and must have been actively engaged in this field for a period of no less than three years.
  
- 4 CONTRACT PERIOD: The contract period shall be for one year commencing on or about October 1, 2010 after approval and proper execution of the contract documents, with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County.
  
- 5 PRICING:
  - 5.1 All pricing shall remain firm against any increase during the first contract period. Thereafter, it shall be the Contractor’s responsibility to notify the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046, in advance of any anticipated price changes by the manufacturer. Requests for price increases must be accompanied by bona-fide manufacturer’s documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price will remain firm for 365 days from the date of increase.
  - 5.2 In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.
  
- 6 ESTIMATED QUANTITIES:
  - 6.1 The County is obligated during the period stipulated to purchase all of its normal requirements as specified from the Contractor and the Contractor is obligated to furnish the services which the County requires for its operation. The dollar values and/or

quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. Actual requirements may be more or less than those estimated herein.

- 6.2 Should a need arise for supplies or services which are not available, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.

7 SUBMISSION OF BID DOCUMENTS:

7.1 This Invitation For Bids requires the return of Bid Document "D", (Price Pages), Bid Document "E" (Affidavit), Bid Document "F" (Equal Business Opportunity Participation), and any exceptions the Contractor may take (on company letterhead). Failure to return required documents may be cause for rejection of the bid.

7.2 The required bid documents shall be submitted, in duplicate (original and one copy), to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the opening date and time specified on the cover page.

7.3 All Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

8 METHOD OF ORDERING:

8.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County.

8.2 Small purchases may also be made by the County Procurement Card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County.

9 METHOD OF AWARD: The County intends to award the lowest responsive and responsible Contractor meeting the specifications for the Total Bid Price, Price Page, Bid Document "D".

10 BILLING AND PAYMENT:

10.1 The Contractor shall submit invoices in triplicate to:

Howard County, Maryland  
Department of Public Works  
Bureau of Highways  
4301 Route 32  
Dayton, MD 21036

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

Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

- 10.2 Each invoice shall include the following information:
  - 10.2.1 Contractor's name;
  - 10.2.2 Address;
  - 10.2.3 Federal tax identification number;
  - 10.2.4 Contract number;
  - 10.2.5 Purchase Order number;
  - 10.2.6 Contract line number;
  - 10.2.7 Unit price and extended (the unit price must match a line on the contract);
  - 10.2.8 Description of goods provided and/or services performed;
- 10.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's ERP system.
- 10.4 Invoices failing to contain the information enumerated above may be returned for correction. 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.
- 10.5 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks.
- 10.6 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 10.7 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 10.8 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 10.9 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.
- 11 **EXCEPTIONS:** The Contractor shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the Contractor agrees to meet all requirements of the terms, conditions, and specifications.
- 12 **WARRANTY:**
  - 12.1 The Contractor warrants the gray iron castings furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost to the satisfaction of the County.

- 12.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty. A labor and material warranty shall be submitted in writing with the bid.
- 13 **PACKAGING:** When practical, all Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
- 14 **DELIVERY:**
- 18.1 Successful Contractor shall deliver goods to designated Participating Jurisdiction's locations.
- 18.2 Successful Contractor shall state the number of calendar days required to deliver and/or install goods or to provide services to the Participating Jurisdictions following notification of an award.
- 14.1 Successful Contractor shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the Participating Jurisdictions for the goods purchased and, if applicable, the name, model, and serial number.
- 15 **SPECIFICATIONS:**
- 15.1 **HOWARD COUNTY:** All products provided to the County by the Contractor under this contract shall fully comply with the "Howard County Design Manual, Volume II Water and Sewer", latest edition, available on the county web site at [http://www.co.ho.md.us/DPW/Engineering\\_Homepage.htm](http://www.co.ho.md.us/DPW/Engineering_Homepage.htm)
- 15.2 **BALTIMORE COUNTY:** All products provided to Baltimore County by the successful Contractor under this contract shall be in strict compliance with the Specifications in this Solicitation and with the "Baltimore County Standard Specifications For Construction and Materials" dated February 2000, and with subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of County Executive and the Office of the Director of Public Works for Baltimore County. The Specifications in this Solicitation are in addition to Baltimore County's standard specifications for construction. In the event of a conflict between the two, the Specifications in this Solicitation will take precedence.
- 15.2.1 **Minority And Women Business Enterprise Requirements**
- 15.2.1.1 Each Contractor must comply with all Minority and Women Owned Business Enterprises M/WBE participation requirements. Copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms are available from Richard Lee, Minority Business Enterprise Officer, (410) 887-3407. All M/WBE participation forms must be completed, executed, and returned with the bid.
- 15.2.1.2 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 Contractor shall estimate the participation level (for the full term of

the contract) for each subcontractor and/or suppliers listed on the participation schedule.

- 15.2.1.3 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.

### 15.3 General Requirements

- 15.3.1 All gray iron castings must be domestically manufactured and stamped “Made in America” per State of Maryland COMAR 1909.04.
- 15.3.2 Drawings, as noted in the in-line descriptions are available for this Invitation for Bid in the Participating Jurisdictions published documents as noted above. The noted drawings shall be part of these specifications and the respective products shall comply with the specified drawing.

**DOCUMENT D  
PRICE PAGE**

TITLE Commodities Contract for Castings, Gray Iron

TO: HOWARD COUNTY OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

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

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: \_\_\_\_\_

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

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

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

E-MAIL ADDRESS \_\_\_\_\_

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise?  YES  NO

If yes, indicate the type of minority ownership:

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> American Indian Female | <input type="checkbox"/> Disabled Female        | <input type="checkbox"/> Far Eastern Female | <input type="checkbox"/> Near Eastern Female |
| <input type="checkbox"/> American Indian Male   | <input type="checkbox"/> Disabled Male          | <input type="checkbox"/> Far Eastern Male   | <input type="checkbox"/> Near Eastern Male   |
| <input type="checkbox"/> Black Female           | <input type="checkbox"/> Eskimo/Aleutian Female | <input type="checkbox"/> Hispanic Female    | <input type="checkbox"/> White Female        |
| <input type="checkbox"/> Black Male             | <input type="checkbox"/> Eskimo/Aleutian Male   | <input type="checkbox"/> Hispanic Male      |  |

If yes, indicate the certification(s) held:

- |   |   |  |                                |
|---|---|--|--------------------------------|
| <input type="checkbox"/> Howard County Government | <input type="checkbox"/> MD Dept. of Transportation | <input type="checkbox"/> City of Baltimore | <input type="checkbox"/> Other |
|---|---|--|--------------------------------|

Certification Number(s) and Expiration Date(s) \_\_\_\_\_

Does your company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income?  YES  NO

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

Payment Terms: \_\_\_\_\_ F.O.B. Destination, Inside Delivery

(The payment terms shall be considered net 30 days unless otherwise indicated. The payment terms will be considered in determining the award.)

The company will accept Visa procurement cards:  Yes  No

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. This will be considered in determining the award.)

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

We wish to submit a "NO BID" at this time, but request that our company remain on your Contractors list for future solicitations.

Total Group I (Howard County, Maryland) Items 1-19: \$ \_\_\_\_\_

Total Group II (Baltimore County, Maryland) Items 20-50 \$ \_\_\_\_\_

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY  
ALTERATIONS IN FIGURES IN INK.**

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

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**DOCUMENT D  
PRICE PAGE**

TITLE Commodities Contract for Castings, Gray Iron

NIGP CODE/PRODUCT CODE: 89030

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>U/M</b>	<b>Unit Price (2 Decimal Places Only**)</b>	<b>Extended Price</b>
1.	Frame and grate, single piece frame, double "S", domestic mfg. Howard County	5	EA	\$ _____	\$ _____
2.	Frame and grate, two piece frame, double "S", domestic mfg. Howard County	5	EA	\$ _____	\$ _____
3.	Frame and grate, flanged three (3) sides, single "S". Howard County	8	EA	\$ _____	\$ _____
4.	Frame and grate, double "WR", domestic mfg. Howard County	5	EA	\$ _____	\$ _____
5.	Frame and grate, single "WR", domestic mfg. Howard County	5	EA	\$ _____	\$ _____
6.	Grate, replacement, type "S", domestic mfg. Howard County	50	EA	\$ _____	\$ _____
7.	Grate, replacement, type "WR", domestic mfg. Howard County	5	EA	\$ _____	\$ _____
8.	Grate, replacement, type "E", domestic mfg. Howard County	20	EA	\$ _____	\$ _____
9.	Riser, adjustable manhole, 1", with one (1) adjustable bolt for 26" x 2-1/2" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
10.	Riser, adjustable manhole, 1-1/2", with one (1) adjustable bolt for 26" x 2-1/2" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
11.	Riser, adjustable manhole, 2", with one (1) adjustable bolt for 26" x 2-1/2" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
12.	Riser, adjustable manhole, 3", with one (1) adjustable bolt for 26" x 2-1/2" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
13.	Riser, water valve box, 1", 7-3/8" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
14.	Riser, water valve box, 2", 7-3/8" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____
15.	Riser, water valve box, 3", 7-3/8" lid, domestic mfg. Howard County	3	EA	\$ _____	\$ _____

16.	Frame, single standard WR inlet, 016325, domestic mfg. Howard County	4	EA	\$ _____	\$ _____
17.	Grate, single standard WR inlet, 016328, domestic mfg. Howard County	10	EA	\$ _____	\$ _____
18.	Cover, sidewalk manhole, 016312, domestic mfg. Howard County	4	EA	\$ _____	\$ _____
19.	Grate, single standard "S" inlet, 016323, domestic mfg. Howard County	6	EA	\$ _____	\$ _____
20.	Cover, manhole, sanitary sewer, cast iron, 24", shall conform to Baltimore County Specifications #S-8, S-8B and S-8C, domestic mfg.	172	EA	\$ _____	\$ _____
21.	Frame & cover, assembled sanitary sewer, watertight, cast iron, shall conform to Baltimore County Specifications #D-305, D-3.05B, domestic mfg.	1	EA	\$ _____	\$ _____
22.	Cover, storm drain, 24", cast iron, shall conform to Baltimore County Specifications #D-3.06, domestic mfg.	20	EA	\$ _____	\$ _____
23.	Cover, manhole, storm drain, 24", cast iron, shall conform to Baltimore County Specifications #D-3.05, D-305B, domestic mfg.	3	EA	\$ _____	\$ _____
24.	Frame & cover, assembled, 12", water meter, cast iron, shall conform to Baltimore County Specifications #W-19 and Baltimore City details, domestic mfg.	33	EA	\$ _____	\$ _____
25.	Cover, water meter, 18", heavy duty, cast iron, shall conform to Baltimore County Specifications #W-19 and Baltimore City details, domestic mfg.	5	EA	\$ _____	\$ _____
26.	Frame, SS inlet with I beam, without grates, right or left, cast iron, shall conform to Baltimore County Specifications #D-2.21, domestic mfg.	23	EA	\$ _____	\$ _____
27.	Cover, water valve, 18", heavy duty, cast iron, shall conform to Baltimore County Specifications #W-19, domestic mfg.	66	EA	\$ _____	\$ _____
28.	Frame, single combination, "S" inlet, flanged three sides, cast iron, shall conform to Baltimore County Specifications #D-2.17, D-2.17A and D-2.18, domestic mfg.	6	EA	\$ _____	\$ _____
29.	Cover, sanitary sewer, water tight frame, 28", cast iron, shall conform to Baltimore County Specifications #S-13, domestic mfg.	3	EA	\$ _____	\$ _____

30.	Bar, 25-3/4" x 1" x 1", inside lock, water tight manhole, cast iron, shall conform to Baltimore County Specifications #S-13, domestic mfg.	3	EA	\$ _____	\$ _____
31.	Frame and Cover, 24", heavy traffic, manhole, storm drain, assembled, cast iron, shall conform to Baltimore County Specifications #D-3.05, D-305B, domestic mfg.	1	EA	\$ _____	\$ _____
32.	Frame and cover, 24", heavy traffic, manhole, sanitary sewer, assembled, cast iron, shall conform to Baltimore County Specifications #S-8, S-8B and S-8C, domestic mfg.	1	EA	\$ _____	\$ _____
33.	Frame and cover, sidewalk storm drain, assembled, cast iron, shall conform to Baltimore County Specifications #D-3.06, domestic mfg.	1	EA	\$ _____	\$ _____
34.	Frame and cover, 18" water valve, assembled, cast iron, shall conform to Baltimore County Specifications #W-19, domestic mfg.	1	EA	\$ _____	\$ _____
35.	Frame and cover, 18" water meter, assembled, cast iron, shall conform to Baltimore County Specifications #W-19 and Baltimore City details, domestic mfg.	1	EA	\$ _____	\$ _____
36.	Grate, storm drain, curved vane, "S" combination, cast iron, shall conform to Baltimore County Specifications #D-2.21A, domestic mfg.	80	EA	\$ _____	\$ _____
37.	Grate, storm drain, curved vane, "E" combination, cast iron, shall conform to Baltimore County Specifications #D-2.21A, domestic mfg.	74	EA	\$ _____	\$ _____
38.	Frame, cover, sanitary sewer and storm drain, 24", cast iron, shall conform to Baltimore County Specifications #D-3.05, D-305B, S-8 and S-8C domestic mfg.	84	EA	\$ _____	\$ _____
39.	Frame, covers, water meter and water meter valve, 18", cast iron, shall conform to Baltimore County Specifications #W-19, domestic mfg.	22	EA	\$ _____	\$ _____
40.	Frame, "E" combination, full flange, cast iron, shall conform to Baltimore County Specifications #D-2.09, domestic mfg.	3	EA	\$ _____	\$ _____
41.	Frame, "E" combination, three side flange flange, cast iron, shall conform to Baltimore County Specifications #D-2.09A, domestic mfg.	15	EA	\$ _____	\$ _____

42.	Frame, "S" combination, full flange, four sides, cast iron, shall conform to Baltimore County Specifications #D-2.17 and D-2.17A, domestic mfg.	3	EA	\$ _____	\$ _____
43.	Frame, "S" combination, flange, three sides, cast iron, shall conform to Baltimore County Specifications #D-2.21 and D-2.21B, domestic mfg.	7	EA	\$ _____	\$ _____
44.	Frame, double "E" combination, left or right, cast iron, shall conform to Baltimore County Specifications, domestic mfg.	15	EA	\$ _____	\$ _____
45.	Cover, inner, water-tite sanitary sewer, 28", cast iron, shall conform to Baltimore County Specifications, domestic mfg.	3	EA	\$ _____	\$ _____
46.	Bolt, brass, water-tite sanitary sewer, 28", shall conform to Baltimore County Specifications, domestic mfg.	3	EA	\$ _____	\$ _____
47.	Gasket, O-ring, 28", water-tite sanitary sewer, shall conform to Baltimore County Specifications, domestic mfg.	3	EA	\$ _____	\$ _____
48.	Top section, roadway box, cast iron, domestic mfg.	10	EA	\$ _____	\$ _____
49.	Bottom section, roadway box, cast iron, domestic mfg.	10	EA	\$ _____	\$ _____
50.	Cover, roadway box, cast iron, domestic, mfg.	10	EA	\$ _____	\$ _____

Total Group I (Howard County, Maryland) Items 1-19\*: \$ \_\_\_\_\_

Total Group II (Baltimore County, Maryland) Items 20-50\*: \$ \_\_\_\_\_

\* This figure should appear as Total Bid Price, Price Page No. 1

\*\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's ERP system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction.

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

**DOCUMENT E**  
**AFFIDAVIT – HOWARD COUNTY**

(Must be completed, signed, and submitted with the bid.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Bid Number \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named Contractor  
(Print Signer's Name) Print Office Held)

does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office in the  
(Month) (Year)

above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**DOCUMENT E**  
**BALTIMORE COUNTY, MARYLAND**  
**PROCUREMENT 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 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, 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

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

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

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

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

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

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

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

\_\_\_\_\_  
\_\_\_\_\_.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, members or partners, 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 in restraint of 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:

I am aware of, and the Business will comply with, the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (Maryland) (\_\_\_\_\_) corporation, that it (is) (is not) registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it (is) (is not) in good standing in the State of Maryland, and that it (has) (has not) filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

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

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. 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 sex, race, creed, color or national origin, age, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, creed, color or national origin, age, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment. 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 sex, race, creed, color or national origin, age, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment.

(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. 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 statutory right or remedy conferred by the Constitution and the laws of Maryland 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.

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

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

Name:

\_\_\_\_\_  
Title:

(Authorized Representative and Affiant)

**DOCUMENT F**

**EQUAL BUSINESS OPPORTUNITY PARTICIPATION**  
**HOWARD COUNTY, MARYLAND**

**NOTICE TO PRIME CONTRACTORS**  
**10% SUBCONTRACTING GOAL ON CONTRACTS**  
**VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total contract award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation* with the bid. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After contract award, changes in subcontractors require written approval of the Office of Purchasing EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

- [http://www.howardcountymd.gov/Purchasing/Purchasing\\_EBO.htm](http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm)
- [http://www.mdot.state.md.us/MBE\\_Program/index.html](http://www.mdot.state.md.us/MBE_Program/index.html)
- <http://cityservices.baltimorecity.gov/mwboo>

**PRIME CONTRACTOR INVOICING REQUIREMENTS**

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing).

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the contract for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to Diane George, at [dgeorge@howardcountymd.gov](mailto:dgeorge@howardcountymd.gov) or 410-313-6370.

<b>SUBCONTRACTOR REPORTING REQUIREMENTS</b>
---

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10<sup>th</sup> of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing).



**HOWARD COUNTY, MARYLAND  
EQUAL BUSINESS OPPORTUNITY (EBO)  
SCHEDULE OF PARTICIPATION**

<b>COUNTY USE ONLY</b>			
CONTRACT NAME: <u>Commodities Contract for Castings, Gray Iron</u>			
Solicitation /Project#: <u>IFB 2011-14</u>		Contract PO#: _____ Contract Renewal #: _____	
Contract Amount: _____		Contract Term: _____ EBO APPROVAL: _____	
<b>PRIME CONTRACTOR</b>			
CONTRACTOR NAME: _____			
Address: _____			
Contact Representative: _____		Phone: _____	
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____		Certification #: _____ Contract Amount: \$ _____	
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____			
<b>EBO SUBCONTRACTOR</b>			
CONTRACTOR NAME: _____			
Address: _____			
Contact Representative: _____		Phone: _____	
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____		Certification #: _____ % Participation: _____	
Services to be performed: _____			
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____			
<b>EBO SUBCONTRACTOR</b>			
CONTRACTOR NAME: _____			
Address: _____			
Contact Representative: _____		Phone: _____	
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____		Certification #: _____ % Participation: _____	
Services to be performed: _____			
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____			

\_\_\_\_\_  
Signature (Vendor Official)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\*EBO TYPES:    AF/AM=*Native American Alaskan*    BF/BM=*Black*    DF/DM=*Disabled*  
                     FF/FM=*Asian Pacific Islander*    HF/HM=*Hispanic*    NF/NM=*Near Eastern*  
                     WF=*White Female*

MVD:jcs.

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

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

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

**SIDE 1**

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

Revised 06/13/06

SIDE 2

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 Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____

Revised 06/13/08

BALTIMORE COUNTY, MARYLAND

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 June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

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

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

- The Business is a certified MBE with
[ ] Maryland State Department of Transportation (MDOT) # \_\_\_\_\_
[ ] City of Baltimore # \_\_\_\_\_
[ ] Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

- The Business is a certified WBE with
[ ] Maryland State Department of Transportation (MDOT) # \_\_\_\_\_
[ ] City of Baltimore # \_\_\_\_\_
[ ] Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

- 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.
[ ] The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.
[ ] Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, \_\_\_\_\_ is requesting a full waiver of the MBE/WBE requirement.

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)

**PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE**



Howard County, Maryland  
Office of Purchasing

**INVOICE**

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, *this form is designed to replace your standard invoice or to accompany your invoice for payment* from Howard County, Maryland. **Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: JACKIE DONALDSON-GREY or [jgrey@howardcountymd.gov](mailto:jgrey@howardcountymd.gov).**

<b>Bill To:</b>	<b>Purchase Order or Suborder No.:</b> <i>(Issued from Howard County)</i>	<b>Original Contract Amount:</b> <i>(Issued from Howard County)</i>	_____ \$0.00
User Agency: _____	_____		
Street Address: _____			
City, ST, Zip: _____	<b>Contract Title:</b> <i>(Issued from Howard County)</i>	<b>Total Contractor Amount Billed to Date:</b> <i>(Includes this month's bill)</i>	_____ \$0.00
Phone Number: _____	_____		
<b>From:</b>	<b>For the Period of:</b> _____	<b>Total Amount Paid to Contrator:</b>	_____ \$0.00
Company Name: _____	<input type="checkbox"/> Partial Payment <i>(against referenced PO/SO# above)</i>	<b>Balance Due to Contractor:</b> <i>(this month's bill)</i>	_____ \$0.00
Street Address: _____	\$0.00		
City, ST, Zip: _____	<input type="checkbox"/> Final Payment <i>(against referenced PO/SO# above)</i>	<b>Percent of Work Completed to Date:</b>	_____ 0%
Phone Number: _____	\$0.00		

Quantity	Description of Goods Delivered/Services Perfomed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	\$0.00	\$0.00
<b>Tax - Sales Tax Exemption No. 30001219</b>			<b>Total 0.00</b>

**PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO**

Howard County, Maryland  
Office of Purchasing

**INVOICE**

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION



**EBO Subcontractor**

Company Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, ST, Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

EBO Participation Goal: 0% or \_\_\_\_\_ \$0.00

*(from the EBO Participation Form)*

Total EBO Amount Billed to Date: \_\_\_\_\_ \$0.00

*(includes this month's bill)*

Total Amount Paid to EBO Subcontractor: \_\_\_\_\_ \$0.00

Balance Due to EBO Subcontractor: \_\_\_\_\_ \$0.00

*(this month's bill)*

Total Percent EBO Participation Goal to Date: \_\_\_\_\_ 0%

\* **REMINDER:** EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-3694.

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
<b>Total</b>			<b>\$0.00</b>	<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

\_\_\_\_\_  
Prime Contractor Authorized Signature

\_\_\_\_\_  
Date